The Guale Pamasse Sui Juris Consular Court



obtained from the originator who conducted business with an indigenous national, were not authorized by the Trustee. Tribal Juris Consultant, Rhashea Lynn Harmon-El, who is also the Trustee to mortgage collateral held in Trust and therefore owned by the Trust. These BAR member agents, further have completely refused and with the approval of their Court's iurisdiction to Notice Communicate with the Trustee, as a power of attorney representative of the Nationals, and as an interested party respondent. Allative members of the Tribe fall under Tribal Trusts and are beneficiaries for their protection and the protection of the Tribe/Clan's assets.

Through, this Official International Letter Rogatory and International Amicus Curia, Wee annul all nexus contracts stemmed from the 1933 bankruptcy and Wars Powers Act 50 U.S.C. 1541-1548 that were established from the Vatican Papal Bulls at the beginning as well as the Dum Diversas. consigning Indigenous Peoples 'perpetual servitude' and slavery of the colonial occupiers and ensue an Intense Investigation of all documents, data, and parties who create and are involved, establish and assert unlawful contractual nexuses with our Nationals through Actio De DoLo MaLo and Unconscionableness.

ee, come in peace and as international friends without arms, and we come for your assistance, first, although this matter is of imminent "National Security".

therefore leaving us without any other choice, do inform you that the State Department shall be contacted

`VVVVVVVVVVVVVVVVVVVVVVVVVVVVVV

to intervene in this matter despite its other international worldly present issues.

₩œ, the Tribal Council have resolved that:

- Tribal Juris Consultant Rhashea Lynn Harmon-El must not be impeded from performing her duties on behalf of the Guale Yamassee Nation.
- 2) A United States Administrative permanent Cease and Desist, Restraining Order, shall be executed and sealed by the Key Holder or Supreme Consular Bench of the Guale Yamassee Courts;
- 3) An investigation into the Terrorist Acts Committed against our Nationals, mentioned herein, and others who have been injured under similar or same circumstances shall ensue:

4) Anti-Fraud and Anti-Human Rights and Anti-Terrorism Courses shall be required for allative Judicial Officers and Officials within the Philadelphia Judicial Community, since this is the jurisdiction presently at issue before us, to eliminate intentional and unintentional international human rights and Indigenous discriminatory rights violations.

₩ee, shall remain in communication without arms.

Wee, shall remain vigilant in asserting our rights and our national's rights as indigenous.

thank you in advance for your attention and notice of this Letter Rogatory Transmittal Commercial Communication.

10 | Page

The Guale Pamasse Sui Juris Consular Court



Unanimously Resolved and Agreed on The New Fleur De Lis Crescent Moon on the Last Day of Ramaadan, June 3, 2019 A.D. in the Year of the Elohipm 1439 MCP

Proit. Proit.

Unanimous Tribal Council Decision

Supreme Grand Council
Marie-Antoinette White Feather El
Co-Supreme rand Council
Charlie No Curse El
Grand Council
Lamp De Vipor El
Grand Council
Snail Biter Bey
Grand Council
Michael De Angeli El

End of Communication.









All Commercial Transactions and Trade and Nows are Backed by Indigenous Specie

Rhashea Lynn Harmon El Chief Juris Consul

Marie Poppi White Feather El First Assistant Juris Consul

GUALE YAMASSEE MBC/INAAN JURIS CONSUL OFFICE

JurisConsulOffice@GualeYamasseeCourt.org Phone/Fax: 1.833.482.5333

July 26, 2019
Fixed Leo, Era of Aquarius
Saturn and Pluto Capricorn (Retrograde)

Worcester County Superior Court Attention: Dennis McManus, Esq. d/b/a Worcester County Clerk Magistrate 225 Main Street, Room 1008 Worcester, Massachusetts Territory [01608] Uniform Postal Union Treaty Effective

RE: Derivative Account: 1785CV00127D

Greetings:

Enclosed please find an Order dated 07.09.2019 from the Guale Yamassee Sui Juris Consular Court regarding the above matter docketed as such in your Court.

Wee, appreciate your attention to this matter.

Engaged,

y:
Rhashea Lynn Harmon-El/Esquite

Chief Juirs Consul

All Rights Reserved

cc:

United States Department of the Treasury United States Internal Revenue Service Guale Yamassee Compliance and Auditing

Entropy have a Market of the State of Specific



* WEEK :

The Guale Bamasse Sui Juris Consular Court



Rhashea Lynn Harmon El, Trustee of

Harris Private Foreign-International Charitable

Sanctuary Trust, and

Harold Harris IV, Indigenous Sui Juris

Petitioners.

EMERGENCY MOTION

FOR REVIEW AND RELIEF ORDER

Vs.

The Commonwealth of Massachusetts Court,

Worchester County, Superior Court,

And

Filed: 01072019F

Summer Term

Docket: 01072019F

ANTHONY N. RENZI

And

Agents d/b/a

Attorneys for allative Corporations known

and Unknown

Foreign Respondents.

SPECIAL ORDER SUA SPONTE

AND NOW, upon REVIEW of the file presented by Plaintiffs occurring before the Commonwealth of Massachusetts, County of Worcester, Superior Court Civil Action Number: 1785CV00127D operating within the jurisdiction of the United States of America, en North America,

AND

UPON, PETITION and FILING OF EMERGENCY MOTION, submitted on July 01, 2019; AND

UPON, FINDING that the Guale Yamassee Sui Juris Consular Court possesses ORIGINAL JURISDICTION over the disputed foreclosure matter;

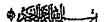
WEE, THEREFORE, GRANT through SUA SPONTE ORDER Plaintiffs' EMERGENCY MOTION for the following:

- 1) REMOVAL OF Civil Action Number: 1785CV00127D to Guale Yamassee Jurisdiction;
- ii) injunction against foreclosure;
- Permanent Restraining Order (PRO) against all parties and agents representing or appointed to represent allative parties listed and/or to be designated and/or appointed from further engaging in injurious acts towards Petitioners;

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Non-Practices with three of Guch Vanges of John

Holland Hell



The Guale Pamasse Sui Juris Consular Court



AND

FURTHER, through SUA SPONTE ORDER under Guale Yamassee Nation's Constitutional Right incorporating The Rights of Indigenous Peoples and International Human Rights Laws to protect its Nationals and this Court's Constitutional Authority to uphold the Guale Yamassee Nation's Constitution and uphold Justice through enforcement of The Rights of Indigenous Peoples Individually and Collectively,

WEE, the Guale Yamassee Sui Juris Consular Court, AUTHORIZE Petitioners through this ORDER, to:

- i) File Liens in the amounts of costs presented to the Court including interests; and
- ii) Attachments of derivative accounts against allative foreign agents, which includes attorney BAR membership numbers.

NOTICE of this SUA SPONTE ORDER along with the liens filed against allative parties, entities and individuals, shall be forwarded to allative Foreign Respondents and the United States Department of Justice and the Internal Revenue Service as per International comity by United States Postal Service as this is an international commerce issue and falls within the Jurisdiction of the UPU and therefore its legal protections.

THEREAFTER, within ten (10) days, an ORDER to enforce the judgments including a summary of all liens may be filed with this COURT along with proof of USPS mailings.

THERE SHALL BE NO FURTHER ACTIONTO ENFORCE THE JUDGMENT UNLESS AND UNTIL THE ORDER AUTHORIZING IS ISSUED.

GRANTED AND SEALED

Supreme Juris

END OF ORDER

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Comments (Comments)









Affidabit of Intent to File Derivative Action
Based on Juridical and Commercial Bank Fraud
Committed by the Philadelphia Government Acting as
Market Participants in Collusion with
Barrister "Baron" Agents and Corporate Banks
Era of Aquarius, Saturn in Capricorn and Pluto, Moon in
Gemini, of the 2020 Year of The Most High, 07 de Janvier
Account: 170503419
Regarding Aboriginal Title to 1361 S. 46th Street,
[Philadelphia, Pennsylvania United States Territory,
PA19143-0101]

Greetings from the Guale Pamassee Chief Juris Consul Office of the Official Guale Pamassee Government.

As per the attached Errata which remains unrebutted by All who possess knowledge of the following facts and Conclusions of Law:

Wee are the true and original Divine Living Beings who charted the Oceans and Sea prior to and subsequent to safely arriving in what is now known as America.

Our ancestors shared our knowledge and information with you as you began to learn and understand the sciences that governed our existence.

You took that information and used it to divide the knowledge and information, splicing and issuing degrees in incomplete forms through Universities throughout the planet.

Through the Principles established by our ancestors, governing and navigating commercial trade according to those Principles, Banking was established and provided for the unfettered engagement in trade and commerce regardless of religious beliefs. The wise King Solomon followed these very Principles.

During the Revolutions (British and American) the Divine Living Beings were scribed and labeled as "Assets".







These Divine Living Beings who possessed bestowed upon them of Genesis I Nobility were then stripped through perversion, of Principles their ancestors created and shared with the "strange people from afar" and therefore fraudulently and deceptively denied of their rightful titles as the true Hebrews of Nobility and Autochthonous of the Land. Being Genesis I and the chosen people of The Most High prior relationships with kingdoms and empires recognized this Truth and established Treaties and Agreements with family recognized of the 12 Tribes upon arrival.

The Church through its Priest, Bishops et cetera are responsible for maintaining the organizational structure and control of the affairs that occur administratively for commercial trade and therefore banking (internationally) to continue. Further, the Church knows as mentioned in the attached document from the Seat of Saint Peter that, the Divine Living Being is not the alter ego created as a legal fiction with the same Appellation in all caps upon Pauper Certificates known as "Birth Certificates".

From sea to shining sea subsequent 1787 and with the assistance and permission of those Hebrews who were already here upon the lands known as and called the Americas prior to even 1213 to all intelligent Divine Living Beings, the Laws of the Sea were brought upon land and Banking was incorporated into every facet of the daily regime, including the operations of the courts.

The Conclusions of Law remaining unrebutted and placing all persons and agents of persons involved in the matter(s) herein addressed are in violation of;

Under United States Code Title 25 §177 Purchases or grants of lands from Indians "Indian" matters not exclusively within the Jurisdiction of the Indian Courts, fall under the exclusive jurisdiction of the United States Federal Government and its territories. Allative Barrister "Land Barons" Agents and Judge Barristers were unequivocally aware of these facts and laws and willingly and deliberately Ignored them to the detriment of the Indigenous Nationals identified under the Account 170503419 as "Defendants".

Wee, are a Foreign International Nation of Divine Living Beneficiaries, enjoying the same status, immunities and privileges as set-fort at the International Organizations Immunities Act (IOIA-Public Law 79-291 Title 1 §2, 59 United States Statutes at Large 669, House Resolution 4489, enacted December 29, 1945) possessing the capacity to contract, to acquire and dispose of real and personal property and to institute legal proceedings.

Allative Persons, Barristers "Land Barons" attached, identified and named in the herein matter, primary PHELAN HALLINAN, LLP, are private foreign agents. Guale Yamassee Nation and its Nationals are a separate Nation and comprises of Indigenous (Indians) going back more than 10,000 years.

All persons and agents of persons, therefore, are in direct violation of United States Code §288a Privileges, Exemptions, Immunities of International Organizations and numerous *Jus Cogens* violations.

When dealing with Indigenous Nationals, all state and civilian laws are inapplicable because the states as united in 1787 became subject to the newly created and incorporated United States of America, as *E Pluribus Unum*. In this Account 170503419 all participants intentionally chose to ignore the facts and *jus*









cogens and Treaty laws which remain in effect and therefore any State Court decisions or State Court interference is a violation as a matter of law.

The continued denial of rights to Indigenous Nations and its Nationals of any rights, including to representation of its own authority, regarding accusations of international breach of banking laws to control and monopolize the Land and Assets through legal Civiliter Mortuus scriptions is a direct violation of Guale Yamassee Constitution, 15 United States Code, and Jus Cogens.

An unrebutted affidavit according to the Principles governing Banking Laws and all other Jus Cogens Laws governing Trade and Commerce stands as Truth.

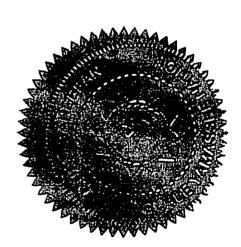
Remove 1361 S. 46th Street, [PA19143-0101] as per United States Territory from the pending Sheriff Sale listed to occur January 07, 2020. Done.

₩ee Seal:

Review of Account Observed Taken at:

MBC-INAN (Guale Pamassee Gobernment)
The Council of 12

To Be Submitted and Served by: Attention: Chief Juris Consult and Clerk of Court C/O RIH Ma'at Law & The Rights of Indigenous Peoples 1315 Walnut Street, Suite 320 Philadelphia, Pennsylvania [PA19143-0101] America Turtle Island



Faxed:

PHELAN HALLINAN, LLP ((215) 563-5534, 215-574-0699) Department of Justice Housing (202 514.1116)

Cc'd

International Financial Times (HongKong) et allative International and National News Media Papal Legate Charles J. Chaput





All Commercial Transactions and Trade and Notes are Backed by Indigenous Specie

FROM THE DESK OF THE GUALE YAMASSEE TRIBUNAL

"Notice to Principal is Notice to Agent; Notice to Agent is Notice to Principal"
August 21, 2019 GC

Fixed Leo 2828' Moon Taurus, Era of Aquarius, Saturn and Pluto Rx Capricorn Rx

To Whom It May Concern

This Sui Juris Judicum Errata Corrige is presented and NOTICED to clarify the misunderstanding that has taken place for several centuries regarding us, the Indigenous People.

The enactment of Colonial Laws and Acts mislabeled Indigenous People as the following; Black, Slave, Negro, Coloured, African-American and a list of other denationalizing categories. This has caused to present day, substantial injuries, commercially creating an insurmountable amount of debt owed the Indigenous. The Papal Bulls, Noir Codes, and Non-Intercourse Act led to a myriad of other codes, including Penal Codes. Resultingly, centuries of pain and suffering was inflicted upon the Indigenous who were promised and assured the protection of the united states.

The Autochthonous connection to our Indigenous Land, speaks life into the truth of our reality, reflective in our rich and diverse culture across the planet. Through our planetary imprint and historical records, it is further reflected in your Coat of Arms, Seals, Code of Ethics, Military Codes, Corporate Seals. Corporate Symbols, and other Fellowships, including the Sun Book known as the Bible.

The display and use of our Indigenous symbols and the significance of their continued use, is imperative for the survival of all; this is a Commonality; an Agreement, a Contract; a Covenant.

This Errata Corrige is presented to correct the mislabeling categories. Denationalizing documents and actions resulting therefrom, have proximately caused the origining and continued human rights violations and material Agreement breaches committed against-Indigenous People; thus far having a negative impact in the form of Commercial Civil Liter Mortus for Indigenous Peoples.

The Papal Bulls have expired that sparked the mislabeling lasting several centuries. Wee are not assets and the agreements remain. In aggregation with all formentioned commercial obstructions, there is a debt that has been created that is substantially increasing with each day of non-compensation that is owed and overdue to Indigenous People.

......Non-Transferrable Bond of Guale Yamassee Nation.....

¹ Art. 9 For the benefit and comfort of the [Indigenous] and for the prevention of injuries or oppressions on the part of the citizens or [indigenous the United States in Congress assembled shall have the sole and exclusive right of regulating the trade with the [indigenous] and managing all their affairs in such manners as they think proper. Art. 9 Hopewell On the KeoWee Definitive Treaty.



A communication from The Chair of Saint Peter Keeper of the Extraordinary Seal of Saint Peter



Letters Patent ex cathedra **EMERGENCE**

By the Greec of the One Divine Spirit, to all to whom these Presents shall come, Greeting:

With the cooperative assistance of the Vatican and the Chair of Saint Poter ruhabilitation of the paupers has taken a giant step forward senting the world on a bold new course. The entire world has been granted absolution and released from Bankruptcy, the Divine Spirit incarnate returned to solvency!

On July 1, 2013, as the Divine Spirit is awakening from the illusion of want and lack to realize a world of abundance and prosperity for the co-creation of heaven on earth for all living beings the global absolution and remission of sine gave rise to global debt forgiveness, settlement of all claims and accounts for the emergence from benkruptcy returning the Divine Estate to value and substance.

• All liens, claims and attachments on the 'plodged' property of the Divine Estate by the logal fiction creations of the world of committee have been satisfied and released to facilitate the return of the Divine Estate to original furisdiction for the best and highest of the All.

Now is the time to surge forward with the habilitation of the people to facilitate the realization of their divineness and the return of the property for their divine right of use as we assist them in Be-coming good stewards while crusting a world free from homelessness. Education of the people and the legal fiction corporations/governments is the answer to a smooth, timely and efficient trunsition.

All Doods, Titles end/or Contificates issued against the property of the divine estate and held by the legal fiction entities to secure their lien right have been released and shall be immediately surrendered upon tender of a claim as it has been determined that allen ownership and coatrol of the property is adversely affecting the divine estate and the living beneficiaries thereof.

Chims on the property shall be issued and recorded by the Chair of Saint Peter as a "Notice of Eschess" charging the release and return of the property to the Chair of Saint Peter for immediate possession for use by the living beneficiary by special grant. Upon "Notice of Eschess" and return of the 'Contificate/Deed/Title the church, under pains of excommunication, shall immediately surrender the property, and any'all course over said property, and adjust their records to reflect the science and return of the property to the possession and control of the Chair of Saint Pater.

The Office of the Chair of Saint Peter shall provide appropriate documentation and clearly mark property as under the jurisdiction of the 'Chair of Saint Peter' and NOT under the jurisdiction of the world of commerce.

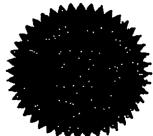
The church, under pains of excommunication, shall take a spirited rell in the education of the people and the logal fiction emities of the world of commerce. The church shall work to ensure the freedom from the unlawful restrictions on the liberties of the Divine Spirit incornate, freedom from the fraudulent presecution of claims already sould and facilitate the continued habilitation of the people to a state of grace, abundance and prosperity.

Being the perfectly imperfect Beings that we are a type has escaped our detection and now must be set right. "Letters Patent Restoration of Posso" should read Now technology "shall be used for the betterment of the whole and shall NOT be employed for military purposes."

in witness whereof We have caused these Our Letters to be made Petent, and for the greater testimeny and validity thereof. We have caused Our Great Scal of Peter to be affixed to these presents, which We have signed with Our Royal Hand.

Given the 18° day of July in the Year of Our Latte Franciscon. K

Path D.





Cerdified True Copy MIN #: 100159969203365484 NOTE -Notary Public

9-3602 (Date)

[City]

Virginia (State)

5981 Callie Furnace Court, Manassas, VA 20112 [Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 371,400.00 (this amount is called "Principal"). plus interest, to the order of the Lender. The Lender is Branch Banking and Trust Company

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate αſ 6.250%

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month. I will make my monthly payment on the lot day of each m day of each month beginning on November 1, 2002 make these payments every month until lhave paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before . I still owe amounts under this Note, I will pay those amounts in full on Principal If, on October 1, 2032 that date, which is called the "Maturity Date."

I will make my monthly payments at 223 West Nash Street, Wilson, NC 27893 or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 2,286.77

4. BORROWER'S RIGHT TO PREPAY

Ihave the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder to writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or to the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

DOC 9.516751
VIRGINIA FIXED RATE NOTE-Single Family-Fannie Mee/Freddle Mac UNIFORM INSTRUMENT

This Presentment is "Accepted for Value" fivet and back, And is Returned for Settlement and Closure of the Escrew.

I do not consent to the applitudes of your contract. 15 / 2 agent UCC 3-403 (b)(1) Dated: 12-3-20/3



5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Hulder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of Pifteen after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

- If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.
- (C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even If, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surely or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor and waive the benefit of the homestead exemption as to the Property described in the Security Instrument (as defined below). "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

DOC 9:516752

APPL 0:7000153391

LOAN 8:6920336548

-5N(VA) (0003)

Pege 2 of 3

rm 3247 1/01

This Presentment is "Accepted for Value" front and back, And is Returned for Settlement and Closure of the Escrow. I do not consens to the conditions of your contract.

By Land 17 403 (b)(1)



10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if ido not keep the promises which imake in this Note.

That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender If such exercise is prohibited by Applicable Law.

if Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower falls to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further noilce or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

Akua Sume di	3	15309		
Akua Gyimah Chin	·Bonower Bened	ic B. Chin	-Barrower	
	!	;		
	(Seal) -Battower	•	(Seal) -Banower	
	••	•		
	.•	·		
	(Seal)		(Seal)	
	-Berrower		-Barrower	
		•		
	(Seal) -Bustower		(Sezi) -Barrower	
		:		
		[Sign (Original Only)	
This is to certify that this is the Note	described in and secured by a Dee	d of Trust-dated 9 30 02	•	
on the Property located in Prince Wi		/Virginia.		
My Commission Expires: 4-30-0		May 15 xlead	diel	
00C 8:516753	Notary Pr APPL #:70001523991	TOWN 8: 635033624E	8	
00C \$1516753 (III) -5N(VA) (0003)	Page 3 of 3	F	Form 3247 1/01	
00C \$1516753 -5N(VA) (0003) CONSIDERATION OF STREET	1 5	I WAS COMMISSIONE	This Presentment is "Acce	pted for Value" front and back,
NRGHA	<i>)</i> ,	AC ARAV D MILCE	And is Keturned for Settles	leat) and Closure of the Escrow.

AS AMY B. HUSE

I do not consensus the quaditions of your contract.

Dated: 12 - 3-2013

_ agent UCC 3-403 (b)(1)

Return To:

Tax Map Reference #:

RPC/Parcel ID #:

Prepared By:

[Space Above This Line For Recording Date]

DEED OF TRUST

MIN 100159969203365484

The following information, as further defined below, is provided in accordance with Virginia law: This Deed of Trust is given by Akua Gyimah Chin, Benedic B. Chin

SE ROAD, 6300

Borrower (truster), to David F. Skaff, 1308 Devil's Reach Rd., Suite 200, Woodbridge, VA 22192 and Carol F. Ordess, 2809 Emerywood Parkway, Richmond, VA 23285

Trustee, for the benefit of Mortgage Electronic Registration Systems, Inc. as beneficiary.

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided

DOC 0:524871

VIRGINIA-Single Family-Formie Mac/Freddie Mac UNIFORM INSTRUMENT WITH MERS APPL 8:7000153391

LOAM 8:6920336548 Form 3047 1/01

COURT (AV)AB-

Page 1 of 15 UKSO 0102.03

MONEY BEC

VMP MORTGAGE FORMS - (600)521-7291

This Presentment is "Accepted for Value" front and back, And is Returned for Settlement and Closure of the Escrow.

I do not concepted the resolutions of your contract.

By _________ agent UCC 3-403 (b)(1)

Dated: 4-3-20-3



(A) "Security Instrument" means this document, which is dated together with all Riders to this document.

(B) "Borrower" is Akua Gyimah Chin, Benedic B. Chin

Borrower is the trustor under this Security Instrument.

(C) "Lender" is Branch Banking and Trust Company

Lender is a Corporation organized and existing under the laws of North Carolina Lender's address is 223 West Nash Street, Wilson, NC 27893

(D) "Trustee" is David F. Skaff

Trustee (whether one or more persons) is a Virginia resident and/or a United States or Virginia-chartered corporation whose principal office is located in Virginia. Trustee's address is 1308 Devil's Reach Rd., Suite 200, Woodbridge, VA 22192

Trustee (whether one or more persons) is a Virginia resident and/or a United States- or Virginia-chartered corporation whose principal office is located in Virginia. Trustee's address is 2809 Emerywood Parkway, Richmond, VA 23285

- (E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is arting solely as a numinee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delawere, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (688) 679-MERS.
- (F) "Note" means the promissory note signed by Borrower and dated as of the date hereof. The Note states that Borrower owes Lender Three Hundred Seventy One Thousand Four Hundred and No/100 Dollars (U.S. \$ 371,400.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than stated in the Note is Six and One Quarter

percent (6.250 %).

If this Security Instrument is an adjustable rate martgage loan, this initial rate is subject to change in accordance with the attached Adjustable Rate Rider.

(G) "Property" means the property that is described below under the beading "Transfer of Rights in the Property."

DOC 8:524872

APPL 8:7000153391

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-6A(VA) (0102)

Form 3047 1/01

Page 2 of 18 Form 3

This Presentment is "Accepted for Value" front and back,
And is Returned for Septement and Closure of the Escrow.
I do not consent the Chathitions of your contract.

(By: Land Till Contract agent UCC 3-403 (b)(1)

Dated: 12-2-2015



(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

	rs to this Security Instrument that as	re executed by Borrower.	The following
<u>Riders</u> are to be executed by I	Sorrower [check box as applicable]:		
Adjustable Rate Rider Balloon Rider	Condominium Rider	Second Home Rider	
Balloon Rider	X Planned Unit Development Rider		
	Biweekly Payment Rider	Other(s) [specify]	
	Directary rayment rades	Carrier (a) (a)eculy)	

- (J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
- (K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
- (L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
- (M) "Escrow Items" means those Items that are described in Section 3.
- (N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of the Property; (ii) condemnation or other taking of all or any part of the Property; (III) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or
- (O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the
- (P) "Periodic Payment" means the regularly scheduled amount due for (I) principal and interest under the Note, plus (II) any amounts under Section 3 of this Security Instrument.
- (Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan"
- (R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

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Form 3047 1/01

This Prescutment is "Accepted for Value" front and back,

Dated: 12-5-20 3



TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's coverants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevotably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of Prince William

See Schedule "A"

which currently has the address of 5981 Callie Furnace Court Manassas ("Property Address)":

(City/County), Virginia 20112

: [Street] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully selsed of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute auniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escroy Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S.

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APPL #:7000153391

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Form 3047 1/01

This Presentment is "Accepted for Value" front and back,

Dated: 4-5-2013

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I do got consent of the Academons of your contract.

By:

Consent of the Escrow. This Presentment is "Accepted for Value" from and back,

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3. Funds for Extrements and other times. Borrower shall pay to Lender on this day Periodic Payments are due due due, or change the smeaut, of the Periodic Payments are due and the lates and other times which can state private for the smean of other times which can state privately over this Security Instrument as a liter or seruminars for any and other times which can payments of smeans of the property. (b) least-hold payments or security instrument as a liter or seruminars, if any, or may sume payable by Borrower to Lender to liter of the payment of instruments to ran and all insurance required by Lender under Section 10. These liters are Insurance prendums, if any, or may sume payable by Borrower to Lender to liter of the payment of managed by Borrower is and other times are Medigage insurance prendums if the smeance prendums in secondance will be provided by Borrower, and such such coalled "Escrow Henra: Pees, and Aszersments, if any, be extrawed by Borrower, and such and such cashe and assessments and secondance that is an extra decreased by Borrower, and such and such such the borrower and such assessments and secondance that the secondary furnish to Lender all unifices of amounts to be paid under this Section. Borrower shall pen time, they benever a shall be an Escrow liters are an industrial provider and where payable, the amounts due for open to Lender they are an industrial provider and where payable, the amounts due for any to lender they they are an industrial porrower; shall pay the Purds from such waives may only be in writing in by to Lender they are payable, the amounts due for any or lender of the payment of auch waiver, Borrower as a language and where payable, the amounts due for any to Lender they are payable, the amounts due for any or lender they receipt a seriod or pay to Purds for which payments and payable, the amounts due for any or lender they receipt a seriod or pay the Purds and seriod or payable, and Borrower is obligated to pay Borrower seriod as Lender and the payable there for an

The case of the Work of the Payment I can Borrower for a delinquent Perfodic Payment which includes a sufficient amount to pay any late change due, the payment may be applied to the delinquent payment and the sufficient amount to pay may late change due, the payment are payment of the Periodic Payment is and to the actent that appeared to the receipted from Borrower to the receptant of the Periodic Payment is and to the actent that any excess exists siter the payment is applied to the full payment or no Periodic Payment, and the payment is applied to the full payment of one or more periodic Payment, such excess exists siter the payment of the full payment of one or more periodic Payment, and the access may be applied to any prepayment charges and then as described in the Most.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Noie shall not extend or positions the due date, or change the amount, of the Periodic Payment.

A Application of Payments or Proceeds. Except as otherwise described in this Section A, all payments accepted and application of Payments or Proceeds. Except as other (c) principal due under the Note; (c) anounts due under other payment abail he applied for Note; (d) principal due under the Note; (e) anounts due under the Security transming amounts stall he applied first to each Periodic Payment in the order in which il became due. Any transming amounts stall he applied first to late charges, second to any other amounts due under this Security instrument, and then to reduce the principal between or of the Note.

currency. However, it any check or other instrument received by Lender as payment under the Note or this Security Instrument to Instrument to Instrument to Instrument to the major and instrument to the major in the major of the following forms, as selected the Note and this Security Instrument to former, (c) carifical detect, bank check, treasurer's check or casher's check or casher's check to read the following forms, as telested provided any such check is down upon an institution whose deposits are insured by a federal agency, insuling the major insuling the major of the location designated in the Note or at learned received by Lender when received at the location designated in the Note or at Evolution way return any payment up payment of payment of partial payment in the insuling the insuling the insuling the major of any rights have noted to payment to the payment are the sufficient to be insuling the casher to may payment or partial payment in the form of the insuling the casher to the cash



amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, ennually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall give to Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall untify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall prompily refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all tares, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3. Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower. (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Leuder, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Security 1. actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the

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I do not consens to the adminions of your contract.

By: 7 A gent UCC 3-403 (b)(1)

Dated: 12-3 2/3



payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone deterministion resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear Interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

become additional debt of Borrower secured by this Security Instrument. These amounts shall bear Interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall loclude a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renswal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt unitee to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying Insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds out the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law, requires inferest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any litterest or earnings on such proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law, requires innerest to be paid on such insurance proceeds for the repairs of more rig

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is restding in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in

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Ry June (1) 403 (b)(1)

Dated: <u>ル・3 - 2か</u>



connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has

Lender or 18 agent may make reasonable entires upon and inspections of the Property. It it may reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Bourower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal

residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If
(a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is
a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this
Security Instrument (such as a proceeding in bankrupicy, probate, for condemnation or forfeiture, for
enforcement of a tien which may attain priority over this Security Instrument or to enforce laws or
regulations). or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is
reasonable or appropriate to protect Lender's Interest in the Property and rights under this Security
Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing
the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which
has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attornays' fees to
protect its interest in the Property and/or rights under this Security Instrument, including its secured position
in a bankruptcy proceeding. Securing the Property Includes, but is not limited to, entering the Property to
make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate
building or other code violations or dangerdus conditions, and have utilities turned on or off. Although
Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or
obligation to do so. It is agreed that Lender Incurs no liability for not taking any or all actions authorized
under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting

If this Security Instrument is on a feasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the marger in writing.

agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurance that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage Insurance selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserves shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any Interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as acondition of making the Loan and Borrower was

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This Presentment is "Accepted for Value" front and back,

Dated: 12:3-2013



required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable

Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage Insurers evaluate their total risk on all such insurance in force from time to time, and may

enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance

premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1988 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage

include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unbarned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Porfeiture, All Miscellaneous Proceeds are hereby

11. Assignment of Miscellaneous Proceeds; Perfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable law requires interest to be paid on such Miscellaneous Proceeds. Lender shall and be required to any Romeyer any latered or explane on such Miscellaneous Proceeds. Lender shall not be required to pay Borrower any Interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking. destruction, or loss in value, unless Borrower and Lender observable agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking. destruction, or loss in value. Any balance shall be paid to Borrower.

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This Presentment is "Accepted for Value" front and back, And is Returned for Settlement and Closure of the Escrow.

I do not consent to the contritions of your contract. By: Dark D. L. Jagent UCC 3-403 (b)(1)

Dated: 12-3-2013

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I do not consecute the conditions of your contract.

By Security (DCC 3-403 (DX1) Abed but tront "sales Value" front and back,

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that are expressly prohibited by this Security Instrument or by Applicable Law. to borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees 14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security instrument, including, but not limiteds to, sitomeys' fees, property increases and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee formous shall only a protection on the property and respect to a profession of the property of the property and respect to the property of the property o

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument, Borrower's obligations and benefits under this Security Instrument, Borrower's obligations and liebility under this Security Instrument unless leader agrees to such release in writing. The coverants and sastigns of this Security Instrument analest leader agrees to such release in Security and benefit the successors and sastigns of Lender.

10. and benefit the successors and sastigns of Lender.

11. Lean Chursee. Lender may chause Borrower fees for services nevioused in connection with

Security instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and say other Bourower can saye to extend, modify, forbest or make any other bourower can saye to extend, modify, forbest or make any other modify instrument; and security instrument; and security instrument; and say other security instrument; and security instruments in the security in the security

any Successors in infrarest of Borrower. Lender shall may be required to commence proceedings against may Successor in Infrarest of Borrower or to refuse to extend times for payment or otherwise modify sumptization of the sums secured by this Security Instrument by reason of by Lender in exercising say right or remedy any Successors in Infrarest of Borrowers. Any forbestence of pylenets from third persons, entitles or Successors in Indicated of Borrowers or in smounts less than then then due, shall not be a waiver of or preclude the interest of Borrower or in amounts less than the smount then due, shall not be a waiver of or preclude the exercise of any tight or remedy.

12. Joint and Severel Liability; Co-signers; Successors and Araigns Bound, Borrower covenate and say and several Liability; Co-signers; Successors and Araigns Bound, Borrower who speed that Borrower's obligations and sleaving and several However, any Borrower who co-signer that Security Instrument only to montgage, grant and convey the co-signer's interest in the Property under the terms of this Instrument only to montgage, grant and convey the co-signer's interest by this Security Instrument; to be seed by the sums secured by this Security Instrument; to be personally obligated to pay the sums secured by this Security Instrument; and any Successors in initiessi of Borrower. Lender shall and he required to commence proceedings against any to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or payment or modification of amortization of the sums secured by this Security Instrument granted by Lender 12. Borrower Not Released; Forbearance By Lender Not aWalver. Extension of the time for

.S. ander provided for in Section S. All Miscellaneous Proceeds that are not applied to reatination or repair of the Property shall be applied

and shall be paid to Lender. Horocaus.

Burrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's Inderest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if seccleration has occurred, reincists as provided in Section 19, by causing the section uproceeding to be dismissed with a realing that, in Lender's judgment, preductes furtistime of the Property or other material impairment of Lender's interest in the property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property or rights under the parameter of Lender's interest in the December of the Impairment of Lender's interest in the Property or rights under the parameter of the December of the Lender's interest to Lender.

bottower and Letter unretwize agree in writing, an autoceausoning recovered some uppared to are some secured by this Security Instrument whether or not the sume are then due.

If the Property is shandoned by Bottower, or it, after notice by Lender to Bottower that the Opposing Party (as defined in the next-sentence) offers to make an award to settle a claim for demages, Bottower falls to respond to Lender whithin 30 days after the calculate as award to settle a given, Lender is authorized to collect and apply the Miscellancous Proceeds either to restonation or repair of the Property or to the surms secured by this Security Institutional, whether or not then due. "Opposing Party" means the third party that owes Bottower Miscellancous Proceeds or the party against whom Bottower has a right of sciton in regard to Miscellancous Proceeds.

In the event of a partial tailing, destruction, or loss in value of the Froperty in which the fair market value of the Property immediately before the partial tailing, destruction, or loss in value is less than the amount of the sums secured immediately before the spatial tailing, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Froceads shall be applied to the sums secured by this Security character of the parties of the sums of the Scientific and the Security that the secure of the sums of the Miscellaneous Froceads shall be applied to the sums as secured by this Security character or on the sums.

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Dated: 12.5-2.013 And is Returned for Scalement and Closure of the Berrow. I do not constant the partial partial form of the Island.

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consent. Leader may require immediate gayment in bullows is some ascenced by this Security instrument.

However, this option shall not be exercised by Leader if such exercise is prohibited by Applicable Law.

If Leader exercises that option, Leader shall give Borrower notice of exceleration. The notice shall give Borrower notice of neat less than 30 days from the date the notice is given in accordance with Section 15 provide a period of neat less than 30 days from the date the notice is given in accordance with Section 15 provide a period of neat less than 30 days from the date the notice is given in accordance with Section 15 internment without further notice or demand on Borrower.

Borrower aball have the right to Retartate After Acceleration. If Borrower meets centain conditions, among the provider and the second of the Security Instrument. If Borrower fails to pay these formation of the second on Borrower meets centain conditions.

Borrower aball have the right to Retartate After Acceleration. If Borrower are service with Security Instrument of the Security Instrument Ins

egreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

It all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is

It all or any part of the Property or any interest in Borrower is sold or transferred) without Lender's prior written

"Interest in the Property" means any legal or beneficial interest in the Property, incleding, but not limited to, those beneficial interests transferred in a bond for deed, comtact for deed, installment sales comtact or escrow 18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18,

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

As used in this Security Instrument. (a) words of the musculine gender shall mean and include the plural and vice vertex; and (c) the words of the feminine gender; (b) words in the singular shall mean and include the plural and vice vertex; and (c) the word of the words of the בסטון המש לבסאונוסטי

such silence shall not be construed as sprobibilism against spreament by constact. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not after other provisions of this Security Instrument or the Note which can be given effect without the not affect other provisions of this Security Instrument or the Note which can be given effect without the

If the Loan is subject to a law which sets maximum hem changes, and that law is finally interpreted so connection with the Loan exceed the permitted limit; and (b) any such lean charges collected or to be collected in connection with the Loan exceed the permitted limit; and (b) any sums already collected from Borrower which exceedes permitted limit; and (b) any sums already collected from Borrower which exceedes permitted limit; and (b) any sums already collected from Borrower which exceedes permitted limit; and (b) any sums already collected from Borrower which contains a waiver of the Mote). Borrower, it is refund the detects principal, the reduction will be brower by direct payment to Borrower. It is refund the second to a payment of the foreign and prover the connection will be security instrument to Borrower when mailed by lirat class and it where a catalog out of auch overclange.

15. Motices, All notices given by Borrower or Lerder in connection with this Security Instrument in the horse and the Mote and the Mote of Borrower and any one Borrower aball consultures notice to Borrower and the law expression services of Borrower's notice and white the foreign of the Property Address unless address a factor and a material by the foreign of the property Address unless and the secondary of the services of a substitute and the secondary requires of a substitute and the secondary requires of the stanges of address aball by the property Address unless and address and the secondary fractions and the secondary fractions on the secondary fraction and the secondary fractions and the secondary from the secondary from the foreign on the secondary from a secondary from the secondary fr

If the Loan is subject to a law which sets maximum foan charges, and that law is finally interpreted so

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Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower. (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable altomeys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashler's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without puter notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser unless otherwise provided by the Note purchaser. unless otherwise provided by the Note purchaser.

Neither Borrover nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compilance with the requirements of Section 15) of such alleged breach and alforded the other party hereto a

compilance with the requirements of Section 15) of such alleged breach and all'orded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elopse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to care given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toute or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or touch petroleum products, touch pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to leath, safety or environmental protection: (c) "Environmental Cleanue" includes any response action.

"Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, or or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

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This Presentment is "Accepted for Value" front and back, And is Returned for Settlement and Closure of the Escrow. I do not consent to the conditions of your contract.

By

Dated: 4-3-20/3



Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Candition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary. Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that fallure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender or Trustee shall give to Borrower, the owner of the Property, and all other persons, notice of sale as required by Applicable Law. Trustee shall give public notice of sale by advertising, in accordance with Applicable Law, once a week for two successive weeks in a newspaper having general circulation in the county or city in which any part of the Property is located, and by such additional or any different form of advertisement the Trustee deems advisable. Trustee may sell the Property on the eighth day after the first advertisement or any day thereafter, but not later than 30 days following the last advertisement. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by advertising in accordance with Applicable

Law. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property with special warranty of title. The recitals in the Trustee's deed shall be prima facte evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to discharge the expenses of executing the trust, including a reasonable commission to Trustee; (b) to discharge all taxes, levies, and assessment, with costs and interest if these costs have priority over the lien of this Security Instrument, including the due pro rate thereof for the current year; (c) to discharge in the order of their priority, if any, the remaining debts and obligations secured by this Security Instrument, and any liens of record inferior to this Security Instrument under which sale is made, with lawful interest; and, (d) the residue of the proceeds shall be paid to Borrower or Borrower's assigns. Trustee shall not be required to take possession of the Property prior to the sale thereof or to deliver possession of the Property to the purchaser at the sale.

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Page 12 of 18

This Presentment is "Accepted for Value" front and back, And is Returned for Settlement and Closure of the Escrow.

I do not consent to the ponditions of your contract.

By: Description agent UCC 3-403 (b)(1)

Dated: 12-3-2013

CERTIFICATION REGARDING CORRESPONDENT ACCOUNTS FOR FOREIGN BANKS

The information contained in this Certification is given pursuant to Sections 5318(j) and 5318(k) of Title 31 of the United States Code, as added by sections 313 and 319(b) of the USA PATRIOT Act of 2001 (Public Law 107-56).

The undersigned financial institution, Branch Banking and Trust Company on behalf of its foreign branch, (the "Foreign Bank") hereby certifies as follows:

A. Correspondent Accounts Covered by this Certification

This Certification applies to all correspondent accounts established for the Foreign Bank by Covered Financial Institutions.

B. Physical Presence/Regulated Affiliate Status

The Foreign Bank maintains a physical presence in the Cayman Islands. This means that the Foreign Bank:

- Has a business address of, Branch Banking and Trust Company, c/o Intertrust Bank, 190 Elgin Avenue, Grand Cayman KY1-9005, Cayman Islands where it employs one or more individuals on a full-time basis and maintains operating records related to its banking activities.
- Is authorized to conduct banking activities in the country where its place of business is located.
- Is subject to inspection by the Cayman Islands Monetary Authority, the FDIC and the NC Commissioner of Banks that licensed the particular Foreign Bank to conduct banking activities.

C. Indirect Use of Correspondent Accounts

No Correspondent Account maintained by a Covered Financial Institution may be used to indirectly provide banking services to certain foreign banks. Foreign Bank hereby certifies that it does not use any Correspondent Account with a Covered Financial Institution to indirectly provide banking services to any foreign bank that does not maintain a physical presence in any country and that is not a regulated affiliate.

D. Ownership Information

The Foreign Bank is wholly owned by BB&T Corporation whose shares are publicly traded. Publicly traded means that the shares are traded on an exchange or an organized over-the-counter market that is regulated by a foreign securities authority as defined in section 3(a)(50) of the Securities Exchange Act of 1934 (15 U.S.C. 78c(a)(50)).

E. Process Agent

CT Corporation is a resident of the United States at the following street address: 225 Hillsborough Street, Raleigh, NC 27603, and is authorized to accept service of legal process on behalf of the Foreign Bank from the Secretary of the Treasury or the Attorney General of the United States pursuant to Section 5318(k) of title 31, United States Code.

F. General

For:

Date:

The Foreign Bank hereby agrees to notify in writing each Covered Financial Institution at which it maintains any Correspondent Account of any change in facts or circumstances reported in this Certification. Notification shall be given within 30 calendar days of such change. The Foreign Bank will make such notification by publication on the BBandT.com website. Any Covered Financial Institution using this certification should check the BBT.com web site periodically to obtain updated certified information. Foreign Bank does not undertake to otherwise give notice to any Covered Financial Institution of any change in the Foreign Bank's certification.

The Foreign Bank understands that each Covered Financial Institution at which it maintains a Correspondent Account may provide a copy of this Certification to the Secretary of the Treasury and the Attorney General of the United States. The Foreign Bank further understands that the statements contained in this Certification may be transmitted to one or more departments or agencies of the United States of America for the purpose of fulfilling such departments' and agencies' governmental functions.

I, Ranea P. Sanders, certify that I have read and understand this Certification, that the statements made in this Certification are complete and correct, and that I am authorized to execute this Certification on behalf of the Foreign Bank.

Executed on this 19th day of November	2013.
Ranea P. Sanders, Senior Vice President	
BSA/AML Group Operations Manager	
Branch Banking and Trust Company	
Received and reviewed by:	
Name:	
Title:	

[Name of Covered Financial Institution]

MIN: 1002711-0000014787-4

Loan Number: W265949MA

InterestOnly ADJUSTABLE RATE NOTE (Six-Month LIBOR Index (As Published in The Wall Street Journal) - Rate Caps)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

JULY 15, 2005

Holden (City)

Massachusetts

[State]

50 LOVELL ROAD, HOLDEN , MASSACHUSETTS 01520 [Property Address]

BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 248,000.00 (this amount is called "Principal"), plus interest, to the order of Lender. Lender is HOMEBRIDGE MORTGAGE CORP, A NEW YORK CORPORATION

I will make all payments under this Note in the form of cash, check or money order.

I understand that Londer may transfer this Note. Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a 6.200 %. The interest rate I will pay may change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

PAYMENTS

(A) Time and Place of Payments

day of every month, beginning on SEPTEMBER 1, 2005 I will make a payment on the lst Before the First Principal and Interest Payment Due Date as described in Section 4 of this Note, my payment will consist only of the interest due on the unpaid principal balance of this Note. Thereafter, I will pay principal and interest by making a payment every month as provided below.

I will make my monthly payments of principal and interest beginning on the First Principal and Interest Payment Due Date as described in Section 4 of this Note. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date, and if the payment includes both principal and interest, it will be applied to interest before Principal. If, , I still owe amounts under this Note, I will pay those amounts in full on that date, which on AUGUST 1, 2035 is called the "Maturity Date."

I will make my monthly payments at 60 OAK DRIVE, SYOSSET, NEW YORK 11704

or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

before the First Principal and My initial monthly payment will be in the amount of U.S. \$1,281.33 Interest Payment Due Date, thereafter it will be in an amount sufficient to repay the principal and interest at the rate determined as described in Section 4 of this Note in substantially equal installments by the Maturity Date. The Note Holder will notify me prior to the date of change in monthly payment.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The initial fixed interest rate I will pay will change to an adjustable interest rate on the first day of AUGUST, 2008, and the adjustable interest rate I will pay may change on that day every sixth month thereafter. The date on which my initial fixed interest rate changes to an adjustable interest rate, and each date on which my adjustable interest rate could change, is called a "Change Date."

● UC-ARM InterestOnly Note FG-4278 (0410)

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Initials: _

Page 1 of 3

(B)	The	Index
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Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in The Wall Street Journal. The most recent Index figure available as of the date 45 days before the Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding SIX AND 200/1000 percentage points (6.200 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 9.200 % or less than 6.200 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than percentage point(s) (1.000 %) from the rate of interest I have been paying for the ONE AND 000/1000 preceding six months. My interest rate will never be greater than 12.200 % or less than 6.200%.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

Before the effective date of any change in my interest rate and/or monthly payment, the Note Holder will deliver or mail to me a notice of such change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

(G) Date of First Principal and Interest Payment

The date of my first payment consisting of both principal and interest on this Note (the "Pirst Principal and Interest Payment Due Date") shall be the first monthly payment date after AUGUST 1, 2008

BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A prepayment of all the unpaid principal is known as a "Full prepayment." A prepayment of only part of the unpaid principal is known as a "Partial Prepayment."

If I make a Partial Prepayment equal to one or more of my monthly payments, my due date may be advanced no more than one month. If I make any other Partial Prepayment, I must still make each later payment as it becomes due and in the same amount. I may make a Pull or a Partial Prepayment at any time.

If this box is checked, no prepayment penalty will be charged on this loan.

If this box is checked, I have selected a loan which has a prepayment penalty. The Prepayment Penalty Addendum attached hereto and made a part hereof defines the terms of the prepayment penalty. I understand that by agreeing to pay a prepayment penalty I acknowledge that my interest rate and/or fees are lower than they would be without a prepayment penalty.

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me that exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments If the Note Holder has not received the full amount of any monthly payment by the end of days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be my overdue payment of interest, during the period when my payment is interest only, and of principal and interest thereafter. I

will pay this late charge promptly but only once on each late payment.

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal that has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

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ARM InterestOnly Note

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Unless the Note Holder requires a different method, any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

10. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

11. SECURED NOTE

In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses that might result if I do not keep the promises that I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions read as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Boxrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period. Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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TAURIE MEDER

VICE PRESIDENT

Bavid A. Spoctor

Managing Director

BC-ARM InterestCrily Note PE-4278 (0410)

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HOMEBRIDGE MORTGAGE BANKERS



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Continuation Sheet/Residential Loan Application

Use the continuation shreet if you need thore states for template the Residential Loan	Convers: HAROLD HARRIS	Agency Gove Hueston
Applitation. Mark B for Borrower er C for Co-Borrower.		Lander Cate forebett
	SHAUNA HARRIS	W265949MA

	LIABILITIES ADDEN	DUM		
Creditor's Name Address/City/State/Zipcode	Account Number	Payment	Months Left To Pay	Balance
Carecut/Gemb	6019180337287078	*61.00	33	*2040.00
SM SERVICING	529732676101F	50.00	32	1600.00
DELL PINANCIAL SVCS/CI	7945012902658699	*34.00	32	*1102.00
HSBC NA	330008906356	47.00	20	942.00
habc nv	975001047342	21.00	35	730.00
Crusasears	35940403	33.00	20	674.00
HSBC HV	010018026449	15.00	38	563.00
TNB-TARGET	928730117690	25.00	10	246.00
LANE BRYANT	163268937360972	10.00	17	171.00
HFC - USA	4200103921	*141.00	57	*8066.00
PST PREMIER	4610078705979144	24.00	32	770.00
*R.E. Loan: ACCREDITED HOME LENDER	406189437	*1553.19	0	*220083.87
*R.E. Loan: Mortgage Lenders Network, U	9000056437	*599,00	0	* 57088.89





Continuation Sheet/Residential Loan Application

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	SHAUNA :	HARRIS	 	M265	949MA
Creditor's Name		LIABILITIES .			Balance
Address/City/State/Z	ipcode		To Pa	Y	





CONTINUATION SHEET/RESIDENTIAL LOAN APPLICATION

Use this continuation sheet if you need more space to complete the Residential Loan Application.	Borrower: HAROLD L. HARRIS IV	Agency Case Number:
Mark B for Borrower or C for Co-Borrower.	Co-Bottower: SHAUNA HARRIS	Lender Case Number: W265949MA

Under Massachusetts statute, Mass GEN L Ch 184, Section 17B you, the Borrower, are entitled to know the following:

- 1. The responsibility of the attorney for the Lender is to protect the interest of the Lender.
- 2. You, the Borrower, may at your own expense, engage an attorney of your own selection to represent your interests in this transaction.

The approximate expiration date of the Note is AUGUST 1, 2035

The rate of interest charged is

6.200 %.

Please be aware that as of the expiration date of the Note, we, the Lender, may demand payment of said Note, may rewrite the Note by agreement at a greater or lesser rate of interest, or may, by agreement, allow payments to be made on said Note at the same, or a lesser or greater rate of interest.

I/We fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements concerning any of the above facts as applicable under the provisions of Title 18, United States Code, Section 1001, et seq.					
Borrower's Signature 1/4 Junio 7/15/85	Co-Borrelyer's Signature	7/505			

Bk: 40344 Pg: 25 Doc: ABM Page: 1 at 1 12/14/2005 02:41 PM

103222734 Bk: 40344 Pg: 25

Doc ID# 000103222734MN35

ASSIGNMENT OF MORTGAGE

Mortgage Electronic Registration Systems, Inc. acting solely as nominee for Homebridge Mortgage Corp

holder of a real estate mortgage

From: Harold L. Harris IV and Shauna Harris

To: Mortgage Electronic Registration Systems, Inc. acting solely as nominee for Homebridge

Mortgage Corp

Dated: July 15, 2005

Recorded with the Worcester County (Worcester District) Registry of Deeds in Book 3683B Page

275

property at: 50 Lovell Street, Holden, MA 01520

for value received and other good and valuable consideration paid assigns said mortgage and the note and claim secured thereby to:

Bank of New York as Trustee for the Certificateholders CWABS, Inc. Asset-Backed Certificates, Series 2005-AB4

whose address is 101 Barclay Street, New York, NY 10286

in witness whereof, the said Mortgage Electronic Registration Systems, Inc. acting solely as nominee for Homebridge Mortgage Corp, has caused its seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by M. KELLY MICHE, 18T VICE PRESIDENT, its

16T VICE PRESIDENT ____ hereto duly authorized, effective the 1day of

> Mortgage Electronic Registration Systems, Inc. acting sciely as numinee (of Homebridge Mortgage Corp

HA KELLY MICHIE 18T VICE PRESIDENT

TEXAS

COLLIN

STATE OF

COUNTY

H. HELLY MICHIE, IST VICEPRESIDENT of Morigage Electronic Then personally appeared the above named Registration Systems, Inc. acting solely as nominee for Homebridge Mortgage Corp, and acknowledged the foregoing instrument to be his free act and deed in such capacity and the free act and deed of Mortgage Electronic Registration Systems, Inc. acting solely as nominee for Homobridge Montgage Corp., before me

SANDRA L RIVERS Arministra Express May 5, 2010

ATTEST: WORC. Anthony J. Vigliotti, Register

My commission expires: May 5, 8010

Kords + Associations
321 Silkeres- PL Sto 210.
Ciscles Foro, mar 01824

103222734 **D8** 001

Case 3:21-cv-00006-MHL Document 3-6, Filed 01/06/21 Page 45 of 100 PageID# 342

After Recording Return To:

HOMEBRIDGE MORTGAGE CORP

60 OAK DRIVE

SYOSSET, NEW YORK 11704 Loan Number: W265949MA

103222734

WORCESTER DISTRICT REGISTRY OF DEEDS

RECEIVED & RECORDS **INST#**

TIME DATE

anthony J. Vigliottl register

TIME STAMP

|Space Above This Line For Recording Da

MORTGAGE

MIN: 1002711-0000014787-4

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated JULY 15, 2005 with all Riders to this document.

, together

(B) "Borrower" is HAROLD L. HARRIS IV AND SHAUNA HARRIS

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MBRS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is HOMEBRIDGE MORTGAGE CORP

Lender is a

organized

and existing under the laws of NEW YORK

Lender's address is 60 OAK DRIVE, SYOSSET, NEW YORK 11704

(E) "Note" means the promissory note signed by Borrower and dated JULY 15, 2005 The Note states that Borrower owes Lender TWO HUNDRED FORTY-EIGHT THOUSAND AND 00/100 Dollars (U.S. \$ 248, 000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **AUGUST 1, 2035**

"Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

Borrower Initials:

MASSACHUSETTS-Single Family-Fannie Mae/Freddle Mac UNIFORM INSTRUMENT - MERS DocMagic @Formes 800-649-1362 Form 3022 01/01 Page 1 of 13 www.docmagic.com

(H) "Riders" means all Riders to this are to be executed by Borrower [check]	s Security Instrument that are executed by box as applicable):	Borrower. The following Riders
X Adjustable Rate Rider☐ Balloon Rider☐ 1-4 Pamily Rider	☐ Condominium Rider☐ Planned Unit Development Rider☐ Biweekly Payment Rider	Second Home Rider Other(s) [specify] Exhibit "A"
(I) "Applicable Law" means all cont administrative rules and orders (that he opinions.	rolling applicable federal, state and local s ave the effect of law) as well as all applic	tatutes, regulations, ordinances and cable final, non-appealable judicial
(J) "Community Association Dues,	Fees, and Assessments" means all dues, roperty by a condominium association,	fees, assessments and other charges homeowners association or similar
or similar paper instrument, which is in magnetic tape so as to order, instruct, includes, but is not limited to, point-of telephone, wire transfers, and automate (L) "Escrow Items" means those ite (M) "Miscellancous Proceeds" mean third party (other than insurance proceed destruction of, the Property; (ii) conder lieu of condemnation; or (iv) misrepres (N) "Mortgage Insurance" means in (O) "Periodic Payment" means the replus (ii) any amounts under Section 3 of (P) "RESPA" means the Real Estate regulation, Regulation X (24 C.F.R. P successor legislation or regulation tha "RESPA" refers to all requirements and even if the Loan does not qualify as a "(Q) "Successor in Interest of Borroparty has assumed Borrower's obligation	ms that are described in Section 3. Is any compensation, settlement, award of eds paid under the coverages described in mation or other taking of all or any part of the entations of, or omissions as to, the value surance protecting Lender against the nongregularly scheduled amount due for (i) prior this Security Instrument. Esettlement Procedures Act (12 U.S.C. § art 3500), as they might be amended from it governs the same subject matter. As it restrictions that are imposed in regard to federally related mortgage loan" under Rever' means any party that has taken title ons under the Note and/or this Security In	elephonic instrument, computer, or oit or credit an account. Such term transactions, transfers initiated by f damages, or proceeds paid by any n Section 5) for: (i) damage to, or of the Property; (iii) conveyance in e and/or condition of the Property. payment of, or default on, the Loan. incipal and interest under the Note, (2601 et seq.) and its implementing in time to time, or any additional or used in this Security Instrument, a "federally related mortgage loan" RESPA. to the Property, whether or not that
TRANSFER OF RIGHTS IN THE	PROPERTY	
modifications of the Note; and (ii) the Instrument and the Note. For this purp	Lender: (i) the repayment of the Loan, performance of Borrower's covenants a lose, Borrower does hereby mortgage, grassors and assigns) and to the successors at located in the	and agreements under this Security and applements under this Security as
· • • •	COUNTY of WORCESTER	:
[Type of Recording Jurisdiction		f Recording Jurisdiction

MASSACHUSETTS--Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT - MERS DocMagic @Forms 800-649-1382 Form 3022 01/01 Page 2 of 13 www.docmagic.com

Borrower Initials:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".

which currently has the address of 50 LOVELL ROAD

[Street]

HOLDEN (City)

. Massachusetts

01520

("Property Address"):

y] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Punds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim

Borrower Initials: HLHN ST

MASSACHUSETTS--Single Femily--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT - MERS DocMagic@Farms 800-549-1362
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which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property: (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues. fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation. Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Punds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree

Borrower Initials: ### Single Femily-Famile Mac/Freddie Mac UNIFORM INSTRUMENT - MERS Docate

in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower:

(a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Pederal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any

Borrower Initials: HLHIV

MASSACHUSETTS--Single Family--Famile Mae/Freddie Mac UNIFORM INSTRUMENT - MERS DocMagic Example 800-649-1362
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form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Pees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

- 6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.
- 7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be nonrefundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying

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the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

- (a) Any such agreements will not affect the amounts that Borrover has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.
- (b) Any such agreements will not affect the rights Borrower has if any with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were uncorned at the time of such cancellation or termination.
- 11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or

Borrower Initials: HLHIV

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rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

- 12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.
- 13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender.

Borrower Initials: #L#1V

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If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

- 17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.
- 18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

- 19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms. as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.
- 20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter

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the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender forther covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the STATUTORY POWER OF SALE and any other remedies permitted by Applicable Law. Lender shall be

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entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the STATUTORY POWER OF SALE, Lender shall mail a copy of a notice of sale to Borrower, and to other persons prescribed by Applicable Law, in the manner provided by Applicable Law. Lender shall publish the notice of sale, and the Property shall be sold in the manner prescribed by Applicable Law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

- 23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall discharge this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.
- 24. Waivers. Borrower waives all rights of homestead exemption in the Property and relinquishes all rights of curtesy and dower in the Property.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

HAROLD L HARRIS IV -Borrower	SHAUNA HARRIS -Borrowe
(Seal) -Borrower	(Seal
(Seal) -Borrower	(Seal
Witness:	Witness:

Comn	monwealth of Massachusetts		
Count	ty of WORCESTER		
person	On this 15th day of July, 2005 nally appeared HAROLD L. HARRIS	IV, SHAUNA	, before me, the undersigned notary public, HARRIS
prove	ed to me through satisfactory evidence of identi-	fication, which we	ere MADL,
	the person whose name is signed on the preceding it voluntarily for its stated purpose.	g.or attached docu	ment, and acknowledged to me that (he) (she)
_	as partner for a corporation)		,
☐ (£	as	for	, a corporation)
	as attorney in fact for the principal)		•
□ (a)	as	for	(A) (A) A
)	, (a) (the)
			Notary Public JOHN W. KYGER Notary Public Commonwealth of Massachusetts My Commission Expires Jul 12, 2007
	(Seal)	My com	Notary Public (Printed Name) mission expires:

Exhibit A

Property Address: 50 Lovell Road, Holden, Massachusetts 01520

The land with the buildings and improvements thereon on the southeasterly side of Lovell Road, Holden, Worcester County, Massachusetts, at a corner of the land now or formerly of Raddin and at the westerly corner of the premises;

Thence N. 33 degrees E. by Lovell Road seventy-three (73) feet to the land formerly of Fowler:

Thence S. 48 degrees by said Fowler land eighty-five (85) feet, more or less, to land formerly of Davis;

Thence S. 33 1/4 degrees W. by said Davis land seventy-three (73) feet to said Raddin land;

Thence N. 48 degrees W. by said Raddin land eighty-five (85) feet, more or less, to the place of beginning.

Excepted from the above premises is the portion thereof consisting of approximately four hundred forty-eight and five tenths (448.5) square feet conveyed by B.B. Wilbur to Herbert V. Lindsay Jr. and June M. Lindsay by a deed dated April 15, 1974, and recorded with the Worcester District Registry of Deeds in Book 5539, Page 187 (See Plan Book 399, Plan 108).

Being the same premises conveyed to the herein named mortgagor (s) by deed recorded with Worcester South Registry of Deeds in Book 34211, Page 294.

After Recording Return To: HOMEBRIDGE MORTGAGE CORP 60 OAK DRIVE SYOSSET, NEW YORK 11704 Loan Number: W265949MA MIN: 1002711-0000014787-4

Prepared By:

 (Space Above This Line For Recording Date)	

DOC ID #:

InterestOnly ADJUSTABLE RATE RIDER

(Six-Month LIBOR Index (As Published in The Wall Street Journal) - Rate Caps)

THIS InterestOnly ADJUSTABLE RATE RIDER is made this 15th day of JULY 2005, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to HOMEBRIDGE MORTGAGE CORP, A NEW YORK CORPORATION (the "Lender") of the same date and covering the property described in the Security Instrument and located et:

50 LOVELL ROAD, HOLDEN, MASSACHUSETTS 01520 (Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

CONV • BC-ARM Rider FE-4279 (0410)

Initials HHIV

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ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 6.200 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay will change on the lst day of AUGUST, 2008, and on that day every sixth month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in <u>The Wall Street Journal</u>. The most recent Index figure available as of the date 45 days before the Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding SIX AND 200/1000 percentage points (6.200 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

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FE-4279 (0410)

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(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 9.200 % or less than 6.200 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than ONE AND 000/1000 percentage point(s) (1.000 %) from the rate of interest I have been paying for the preceding six months. My interest rate will never be greater than 12.200 % or less than 6.200 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

Before the effective date of any change in my interest rate and/or monthly payment, the Note Holder will deliver or mail to me a notice of such change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

(G) Date of First Principal and Interest Payment

The date of my first payment consisting of both principal and interest on this Note (the "First Principal and Interest Payment Due Date") shall be the first monthly payment date after AUGUST, 2008

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 18 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if a Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within

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• BC-ARM Rider
FE-4279 (0410)

Initials:

Page 3 of 4

which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

(Seal)	Idarsla L. Harris IV
- Borrowei	HAROLD L CHARRIS IV
(Seal	Shaupa Harris
- Borrowei	SHAUNA HARRIS
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Page 4 of 4



CRIGINAL NOTE-1

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6. LOAN CHARGEB

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A. BORROWER'S RIGHT TO PREPAY

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or all a different place If required by the Hote Holder.

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pay those amounts in full on that date, which is called the "Maturity Date."

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Z. INTEREST

is entitled to receive payments under this Note is called the "Note Holder." I understand that the Lendor may transfer this Mois. The Lander or enyone who also the Moio by transfer and who

I will make all payments under this Note in the form of cash, check or money order.

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pins interest to the order of the Lender. The Lender is "VLAGGERS SAME, 1939, A TERSIALLY CHARGERED (Tadoniff bette di inucino alti), 00.000,019 In return for a loan trait I have recolved, I promite to pay U.S.

1. BORROWER'S PROMISE TO PAY

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sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this retund by reducing the Principal I own under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

6. BORROWER'S PAILLIRE TO PAY AS REQUIRED

(A) Lets Charge for Overduo Payments

If the Note Holder has not received the full amount of any monthly payment by the end of days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be of my overdue payment of principal and interest. I will pay this late charge premptly but only once an each late payment.

If I do not pay the full amount of each monthly payment on the date it is due. I will be in default.

(C) Notice of Default

If I can in default, the Note Holder may send me a written notice talling me that if I do not pay the overdue amount by a certain date, the Note Helder may regule me to pay immediately the full amount of Principal which has not been poid and all the interest that I owe on that amount. That date must be at teast 50 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Nate Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Helder will all have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Exponses
If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right
to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law, Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable lawrequires a different method, any nodes that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by making it by first class mail to the Note Holder at the address stated in Section S(A) above or at a different address II I am given a notice of that different address.

8. CRUGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to lose all of the promises made in this Note, including the promise to pay the full amount exced. Any person who is a guaranter, surely or endorser of this Note is also obligated to do those things. Any person who takes over these obligations, including the obligations of a guaranter, surely or endersor of this Note, is also obligated to keep all of the promises mode in this Note. The Note Holder may enforce to rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

Q. WAIVERS

Lend any ether person who has obligations under this Note waive the rights of Presentment and Notice of Dichonor.
"Presentment" means the right to require the Note Holder to domand payment of amounts due. "Notice of Dichonor" means the right to require the Note Holder to give notice to other persons that emounts due have not been paid.

10. LINEFORM SECURED NOTE

This Note is a uniform instrument with limited veristions in some jurisdictions. In addition to the protections given to the Note Heider under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Heider from possible losses which might result if I do not keep the promises which is not being the trust in the Note County I and the Note of th which I make in this Note. That Security instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I own under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any interest in the Property is sold or transformed (or if Borrower is not a natural person and a benedicial interest in Borrower is sold or transformed) without Lender's prior written consent, Lender may require immodiste payment in stall of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender If such exercise is prohibited by Applicable Law.

If Lander exercises this option, Lander shall give Borrower notice of societation. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 18 withhoughleth Initials.

MULTISTATE FORED RATE MOTE-Grigh Faraby-Francis Monty-south Mass Units Cities INSTITUTED TO THE \$1000 1,571 Page 2 of 3 © 1909-2007 Ordine Documents, Inc.

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04-13-2011 14:00

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ORIGINAL NOTE-1

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Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may knows any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

PAY TO THE ORDER OF

MELINDA MONEAL

May & McClosedi

(Bign Original Only)

MULTISTATE FORED RATE NOTE-Single Family-Famile Monthford Mac UNIFORM DISTRUMENT Form \$100 1/01 O 1909-2007 Ordine Documents, Inc. Page 3 of 3

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ORIGINAL NOTE-1

CRIGINAL NOTE-1

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Fegs 1 of 3

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the amount of my monthly payment unites the Note Holder egrees in writing to those changes. reduce the Principal amount of the Note. It i make a partiel Prepayment, trans will be no charges in the due date or in inter make a full Propayment or partial Propayments without paying a Propayment change. The Mote Holder will use may apply ments to rectuod the tendent paying a propayment amount, before the accounted with improper amount, before applying in Propayment to the accounted and unpuid interest on the Propayment amount, before applying my Propayment to the accounted and unpuid interest or the Propayment to the Applying in the Propayment amounts to the Applying in the Propayment and Applying in the Propayment and Propayment amounts to the Propayment and Propayment

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pay those emounts in this on that date, which is called the "Maturity Date." iwil make these payments every menth until inave paid all of the principal and interest early often charges described before that I may own under this Mote. Each menthy payment will be applied as of its schoolded due date due date and will be applied to interest before Principal. It, on server 1, 2061, tall own under this india. I will applied to interest before Principal. It, on server 1, 2061, dey of each month beginning on Just 1, 2011. end make my monthly payment on the 201

> . Will pay principal and interest by making a payment every month. ctnemyed to coald brus emit (A)

3. PAYMENTS

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is emitted to receive payments under this Hote is called the "Note Holder." om dentated that the Lander may transfer this Maje. The Lendor or enyone who takes this Mote by transfer and who

I will make all payments under this Note in the form of cash, check or money order.

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pius inicuosi^a lo ine ondet ol ina Lenden: Ilia Lendon ia **Arrogena Baria, 1923, la Procedalla** Cila**arringo** in return for a foot that I have received, I promite to pay U.S. \$70,000.00 (this amount to cated "Principal").

1. BOTROWER'S PROMISE TO PAY

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(pappa) APRIL 14, 2011

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sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of celender days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice taking me that if I do not pay the everdue amount
by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been peld and all the interest that I care on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other moans.

(D) No Waher By Note Holder

Even II, at a time when I am in default, the Note Holder does not regular me to pay immediately in full as described shove, the Note Heider will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses
If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right
to be paid back by me for all of its costs and expenses in emercing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address it I give the Note Hotter a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section S(A) above or at a different address if I am given a rotice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guaranter, surely or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the chilipations of a guaranter, curety or endersor of this Note, is also obligated to keep all of the premises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This moons that any one of us may be required to pay all of the amounts owed under this Note.

Q. WAIVERS

land any other person who has obsquitons under this Note waive the rights of Presentment and Notice of Dishoner. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Distance means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM RECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions, in addition to the protections given to the Note Helder under this Note, a Martgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Helder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as

If all or any part of the Property or any interest in the Property is sold or transferred (or it Boxower is not a natural person and a beneficial interest in Borrower is sold or bunsferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Society Instrument. However, this option shall not be exercised by Londer II such exercise is prohibited by Applicable Law.

If Lander exercises this option, Lander shall give Borrower nation of ecceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which

MULTISTATE FORD RATE NOTE Grids Family Fands Manfreddo Nao UNIFERM INSTRUMENT Form \$200 1/91 Page 2 of 3 © 1906-0007 Griline Coournetts, Inc.

04-13-2011 14:00

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ORIGINAL NOTE-1

V1 105CD LORE # 503102674

Borrower must pay all sums secured by this Security Instrument. If Borrower falls to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

May & - McClosedi)

PAY TO THE ORDER OF WITHOUT RECOURSE FLAGSTAR BANK, FSB

MELINDA MONEAL VICE PRESIDENT

[Sign Original Only]

MULTISTATE FOLD RATE NOTE-Single Femily-Famile MacProptile Size UNIFORMS DISTRUMENT Form \$200 1/01 © 1020-2007 Online Documents, Inc. Page 3 of 3

F20040T 0701 04-13-2011 14:00

ORIGINAL NOTE-1

After Recording Return To: FLAGSTAR BANK 5151 CORPORATE DRIVE TROY, MI 48098 FIHAL DOCUMENTS, MAIL STOP W-531-1

APR #: 272163800 APR #:

--- [Space Above This Line For Recording Date) -

V1 MBCD LOAR # 503182676

MORTGAGE

MIN: 100052550318267605

DEFINITIONS

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Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 19, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 18.

(A) "Security Instrument" means this document, which is dated APRIL 14, 2011, together with all Riders to this document.

(B) "Borrower" is May B. NoCloud and Vera L. Jones.

Borrower is the mortgager under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lander and Lander's successors and assigns. MERS is the mortgages under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has a mailing address of P.O. Box 2028, Flint, Mi 48501-2028, and a street address of 1901 E. Voorhees Street, Suite C, Danville, IL 61834. The MERS telephone number is (888) 679-MERS.

(D) "Londor" is FLAGSTAR BANK, PSB.

Initials:

PENNSYLVANIA-Single Family-Famile Mac/Freddle Mac UNIFORM INSTRUMENT Form 3033 1/01

Online Occuments, Inc. Page 1 of 13

PARDERD PARDEDL 1011

04-13-2011 14:00

Lender is a FEDERALLY CHARTERED SAVINGS BANK laws of UNITED STATES OF AMERICA. 5151 CORPORATE DR. TROY, MI 48098-2639. V1 NECD LOAM & 503182676 organized and existing under the Lender's address is

5151 CORPORATE DR, TROY, MI 48098-2639.
(E) "Note" means the promissory note signed by Borrower and dated APRIL 14, 2011. The Note states that Borrower owes Lender ************************************
(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest. (H) "Ridere" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]: Adjustable Rate Rider Condominium Rider Second Home Rider Second Home Rider Planned Unit Development Rider Cher(e) [specify] 1-4 Family Rider Biweeldy Payment Rider V.A. Rider
(i) "Applicable Law" means all controlling applicable tederal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final,
non-appealable judicial opinions. (J) "Community Association Duse, Fees, and Assessments" means all duss, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowiners association or similar organization.
(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, who transfers, and automated clearinghouse transfers.
(L) "Escrow Items" means those items that are described in Section 3. (M) "Miscellanseus Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for; (i) damage to, or destruction of, the Property; (ii) condemnation or other laking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (Iv) misrepresentations of, or omissions as to, the yates and/or condition of the Property.
(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument. Initials:
DESCRIPTION ASSESSMENT OF THE PROPERTY AND ASSESSMENT ASSESSMENT OF THE PROPERTY OF THE PROPER

Online Documents, Inc.

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Page 2 of 13

PAEDEDL 1011

04-13-2011 14:00

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TRANSFER OF RIGHTS IN THE PROPERTY

This Security instrument secures to Lender: (1) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (I) the performance of Borrower's covenants and agreements under this Security instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS the following described property located in the COURTY

[Type of Recording Jurisolation] Of PHILADRLPHIA

[Name of Recording Jurisdiction]:

SEE TITLE

APH #: 272165800

which currently has the address of 1361 & 46TH ST, PHILADELPHIA,

(Street) (Ctty)

Pennsylvania

19143-3827

("Property Address"):

[Zip Code] TOGETHER WITH all the improvements now or hareafter erected on the property, and all essements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, Including, but not limited to, the right to forecise and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully selected of the estate hereby conveyed and has

the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against

all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by furisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, it any check or other instrument received by Lender as payment under the Note or this Security instrument is returned to Lander unpaid, Lander may require that any or all subsequent payments due under the Note and this Security instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashler's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer. Initials:

PENNSYLVANIA-Single Femily-Fermie Mas/Froddio Mac UNIFORM (NSTRUMENT Form 2008 1/01 Page 3 of 13 Online Documents, inc.

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Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without walver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, than Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future egainst Lender shall relieve Borrower from making payments due under the Note and this Security instrument or performing the covenants and agreements secured by this Security Instrument.

Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lander shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument,

and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is cutatending, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments chall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellancous Proceeds to principal due under

the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) lessehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage insurance premiums, if any, or any sums payable by Eurower to Lender in Heu of the payment of Mortgage insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow items." At origination or at any time during the term of the Loan, Lender may require that Community Association Oues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lander the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Punds for any or all Escrow items. Lender may waive Borrowar's obligation to pay to Landar Funds for any or all Escrow Itams at any time. Any such walver may only be in writing, in the event of such walver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow items for which payment of Funds has been waived by Lander and, it Lander requires, shall furnish to Lander receipts evidencing such payment within such time period es Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in the Security Instrument, as the phrase covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to its rights under Section 9 and pay such amount and corrower small under the section 9 and pay such amount. Lender may revoke the walver as to any or all Escrew items at any time repay to Lender any such amount. Lender may revoke the walver as to any or all Escrew items at any time repay to Lender any such amount. Lender may revoke the walver as to any or all Escrew items at any time

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by a notice given in accordance with Section 15 and, upon such revocation, Somower shall pay to Londer

all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender chall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lander, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lander shall apply the Funds to pay the Escrow Itams no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Itams, unless Lander pays Borrower interest on the Funds and Applicable Law permits Londer to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lander can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the

deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security instrument, Lender shall promptly refund

to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 9.

Borrower shall promptly discharge any lien which has priority over this Security instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lander subordinating the lien to this Security instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Berrower to pay a one-time charge for a real estate tax verification and/or

reporting service used by Lender in connection with this Loan.

8. Property insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (e) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification.

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services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Berrower.

If Borrower falls to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or flability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgages and/or as an additional loss payes, Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lander, for damage to, or destruction of, the Property, such policy shall include a standard

mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower, Unless Lander and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender. shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lander's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lander may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lander acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any retund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Landar otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

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7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is realding in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condamnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property, Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any parsons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or falled to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the

Property as Borrower's principal residence.

9. Protection of Lender's interest in the Property and Rights Under this Security Instrument. If (a) Borrower falls to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condamnation or forfeiture, for enforcement of a lien which may attain priority over this Security instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so, it is agreed that Lender Incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower

requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, after or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title

shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage insurance previously in effect, at Initials

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a cost substantially equivalent to the cost to Borrower of the Mortgage insurance previously in effect, from an alternate marigage insurer selected by Lender. If substantially equivalent Mortgage insurance coverage is not available. Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is utilinately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require lose reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage insurance. If Lender required Mortgage insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage insurance, Borrower shall pay the premiums required to maintain Mortgage insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may

incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage insurance. Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement and the local state of the state of the control of the co provides that an atiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Moltgage insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage insurance under the Homeowners Protection Act of 1988 or any other law. These rights may include the right to receive certain disclocurse, to request and obtain cancellation of the Mortgage insurance, to have the Mortgage insurance terminated automatically, and/or to receive a refund of any Mortgage insurance premiume that were uncarned at the time of such cancellation

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby

assigned to and shall be paid to Lender.

if the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, it the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender seatisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repaire and restoration in a single diaburaement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds, if the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured Initials

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by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

in the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security instrument, whether or not then due, with the

excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or If, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower falls to respond to Lender within SO days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action

in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in toriciture of the Property or other material impairment of Lender's interest in the Property or rights under this Security instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be

applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Walver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a walver of or proclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-eigners; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-eigns this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-eigning this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally chiligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree 19 extend.

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modily, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security instrument unless Lender egrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Barrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security instrument, including, but not limited to, atterneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so

that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Sorrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a retund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a propayment charge is provided for under the Note). Borrower's acceptance of any such retund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if eart by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will eatisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be slient, but such slience shall not be construed as a prohibition against agreement by contract. in the event that any provision or clause of this Security instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security instrument.

18. Transfer of the Property or a Beneficial interest in Borrower. As used in this Section 18, "interest in the Property" means any logal or beneficial interest in the Property, including, but not lighted Initials

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to, those beneficial interests transferred in a band for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower et a future date to a purchaser.

If all or any part of the Property or any interest in the Property is sold or transferred (or it Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lander's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender It such exercise is prohibited by Applicable Law. If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall

provide a period of not less than 30 days from the date the notice is given in accordance with Section 16 within which Borrower must pay all sums secured by this Security Instrument, if Borrower falls to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this

Security Instrument without further notice or demand on Borrower.

 Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions. Borrower shall have the right to have enforcement of this Security instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination at Borrower's right to reinstale; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security instrument and the Note as it no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security instrument: and (d) takes such action as Lander may reasonably require to assure that Lander's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lander: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashler's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funda Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by

the Note purchaser.

Neither Borrower nor Lander may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security instrument, until such Borrower or Lander has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken. that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of Initial

PENNSYLVANIA-Singlo Family-Pannio Maaifroddio Mae Uniform Instrument Form 2009 1/01

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acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic patroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radicactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, crelease of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous

substances in consumer products).

Borrower shall promptly give Lender written notice of (e) any investigation, claim, demand, invauit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spliting, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Berrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreslosure by judicial proceeding and sale of the Property. Lender small further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remodle's provided in this Scotton 22, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by Applicable Law.

23. Release. Upon payment of all sums secured by this Security Instrument, this Security instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party

for services rendered and the charging of the fee is permitted under Applicable Law.

24. Walvers. Borrower, to the extent permitted by Applicable Law, walves and releases any error or defects in proceedings to enforce this Security Instrument, and hereby walves the benefit of any Initials: 6

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present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.

28. Reinstatement Period. Borrower's time to reinstate provided in Section 19 shall extend to one hour prior to the commencement of bidding at a shariff's sale or other sale pursuant to this Security Instrument.

28. Purchase Money Mortgage. If any of the debt secured by this Security Instrument is lant to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.

27. Interest flate After Judgment. Borrower agrees that the interest rate payable after a judgment.

is entered on the Note or in an action under the Note.	n of mortgage foreclosure shall be the rate payable from time to time
BY SIGNING BELOW, Borrowe Security Instrument and in any Rid	r accepts and agrees to the terms and covenants contained in this er executed by Borrower and recorded with it.
	May EMA Cloud (Scal)
L. Jones	MAY B. HCCZOUD
Commonwealth of PHEMSYLVAN County of PHILADHLPHIA	
On this, the 14 de	y of for gold before me,, the undersigned officer, personally appeared
May F. L.C	
is/ore subscribed to the a	COUNTY PUBLIC TO DESIGNATE PUBLIC
Certificate of Residence I,	iddress of the within-named Mongagee is _5151 Corporate
PENNSYLVANIA—Single Family—Fannie M Online Documents, inc.	PARDEDL 101

PREPARED BY AND RETURN TO:

RLH MA'AT LAW AND THE RIGHTS
OF INDIGENOUS PEOPLE
C/O AGENT/ATTORNEY ™RHASHEA LYNN HARMON©
THE PHILADELPHIA BUILDING
1315 WALNUT STREET, SUITE 320
PHILADELPHIA, PENNSYLVANIA 19107
267.312.7322

This Indenture made the 13th day of July in the year of The Most High Two Thousand And Sixteen (2016),

-Between -

Vera I Jones (Daughter) -and- May E. McCloud (Mother)

(Apereinafter, called ("Grantors")), of the original in Fee,

-And-

The Be Kind & Unified Indigenous Private Foreign Tribal Family Trust ("Family Trust").

(**#ereinalter**, called **"Grantee(s)"**), of the other part, in Fee on behalf of allative Trustees.

Witnesseth, that the said Grantors, for and in consideration of the sum of ONE SILVER DOLLAR COIN (United States FIAT Value \$25.00), lawful money and legal tender of the United States of America (USA), unto them well and truly paid by the said Grantess/Trustess in good faith, at and before the sealing and delivery of these presents, the receipt whereof it is hereby acknowledged, Grantor, hath or have remised, released and quit-claimed;

And

By, these presents, Grantors, doth or do remise, release, and forever quit-claim, unto the Granter(s)/Truster(s), his heirs/assigns/agents/beneficiaries, all the rights, titles, interests, property, claims, and demands whatsoever, both in law, domestically and internationally, and in equity, in or to the lands or premises released, or intended so to be, so that neither the Grantor or Grantor(s), nor his or their personal representatives, nor his or their heirs, nor his or their assigns (including agents/beneficiaries), nor his or their third party capacitors, shall

at any time thereafter, have, claim, challenge, or demand the said lands and premises and buildings or any part thereof, in any manner whatever; and

Hereby, Grantor(s), grant, conveys, bargains, sells, aliens, enfeoffs, releases and quit-claims Allobial Quit Claim Deeb Rights, and Confirm unto the said Grantees, their heirs, and Assigns; and

Allatibe, rights, titles, interests, claims, in the below described real property known in the United States as real estate; and

All That Certain, lot or piece of ground with the messuage or tenement thereon erected; and

Situated, on the Northern easterly side of 46th Street at the distance of 478 feet, 4 inches Southeastward from the Southeast side of Woodland Abenue in the Twenty Sebenth (27th) Ward of the City of Philadelphial de facto; and

Containing, in front or in breadth on the said 46th Street, 14 feet, four (4) inches and extending of that width in length or depth Northeastward 80 feet to a certain alley three (3) feet wide.

Being Known As:

1361 S. 46th Street

TAX ID#: 27-2-1658-00

Being, the same premises title which, John A. Morris, Executor by Deed dated December 1, 1982 and recorded December 9, 1982 in [Philadelphia County] de facto, in Deed Book EFP 615 page 436 granted and conveyed unto Leon A. Womach and Jessie Womach, his wife in fee,

And

Being, the same premises title which, Leon A. Womath and Jessie Womath, Executors by Fee Simple Deed dated March 18, 1996 and RECORDED June 28, 1996 in [Philadelphia County] de facto, granted and conveyed unto May E. McCloud and Vera L. Jones in Allodial Fee Simple as Joint Cenants With The Right Of Survivorship in Deed Book Number and/or Instrument Number: JTD 27 Page 480.

This, herein Allodial Quit Claim Deed is a conveyance from Mother and Daughter as Joint Tenants with the Right of Survivorship, to The Be Kind & Unified Indigenous Foreign Tribal Family Trust in Allodial Fee Simple.

Together, with all and singular buildings, improvements, ways, streets, alleys, passages, waters, water courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever thereupon belonging or in any wise appertaining, including but not limited to any and all reversions and remainders, rents, issues and profits thereof and all the estate, right, title, interest, property, claim and demand whatsoever of the said **Grantor**(s), in law, equity, or otherwise, howsoever, of, in and to the same and every part thereof.

To past And To pold, the said lot or piece of ground, real property, estate above described along with the buildings and improvements thereon erected, hereditaments thereunto belonging or in anywise appertaining, and all the estate, premises hereby granted or mentioned and intended so to be, with all appurtenances, unto the said Grantee(S)/Trustee(S), and the survivor of them, and their heirs, and their assigns, in perpetuity, of such survivors to and for the only proper use and behoof of the said Grantees/Trustess, and their survivors.

And, the Grantors for themselves, their heirs and their assigns, their Heirs, their Executors, and their Administrators,

Do, hereby, these Presents Convey, Sell, Grant all rights, titles, interests liens, equity, and claim whatsoever for the first party, either in law or equity, to Grantees/Trustees, their Assigns, their Heirs, their Executors, and their Administrators, et cetera to their benefit and behoof.

In Support of the above said Witnesses are the following:

##itness 2:

##itness ##i

with the Cutt Cutter Bees							
Philo., Ph. 19143	The bodeforis, PA 19164						
City, State & Zip	City, State, & Zip						
State Gf: Pennsylvania)							

On this 25th day of November in the year of Two Thousand and Eighteen (2018), before me, the undersigned Notary Public Officer, Samila be and, hereby certify that personally appeared, hereby certify that personally appeared, whose names are signed to the foregoing instrument, titled AtLODIAL QUIT CLAIM DEED, and who is Known to me (or satisfactorily proven) and acknowledged to be the person(s) whose name(s) subscribed to the within instrument and acknowledged that they executed the same, voluntarily on the day the same bears dated.

In Witness Whereof, I have hereunto set my hand and official seal on this $\frac{25^{11}}{1000}$ day of $\frac{10000}{1000}$ month in the year of 2018.

-and-

Signature of Rotary Officer:

County Of Philadelphia)

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA

MOTARIAL SEAL
JAMILA BELLAMY, Notary Public
City of Piriladelphia, Phila. County
My Commission Expires March 3, 2021

	BOOK NO. PAGE NO.								
	, particular (
PHILADELPHIA REAL ESTATE									
TRANSFER TAX CERTIFICATION	DATE RECORDED								
	CITY TAX PAID								
Complete each section and file in duplicate with Recorder of Deeds when (1) the full consideration/value is/is not set forth in the deed, (2) when the deed is with consideration, or by gift, or (3) a lax exemption is claimed. If more space is needed, attach additional sheet(s).									
A. CORRESPONDENT — All inquiries may be directed to the following person:									
NAME CI Control Contro	TELEPHONE NUMBER:								
Rhashea Lynn Harmon EI, Esquire STREET ADDRESS CITY	AREA CODE 267) 312-7322 STATE ZIP CODE								
1315 Walnut Street, Suite 320 Philadelph									
B. TRANSFER DATA	DATE OF ACCEPTANCE OF DOCUMENT:								
GRANTOR(SYLESSOR(S)	GRANTEE(SYLESSEE(S)								
Vera L. Jones and May E. McCloud	The Be Zind & Untied Janigh								
STREET ADDRESS 1361 S. 46th Street	STREET ADDRESS / J J J J J J J J J J J J J J J J J J								
CITY STATE ZIP CODE	CITY STATE ZIP CODE								
Philadelphia PA 19143	Philadelphia PA 19143								
C. PROPERTY LOCATION	1 Name of the second se								
STREET ADDRESS	CITY, TOWNSHIP, BOROUGH								
[1361 S. 46th Street	Philadelphia								
Philadelphia SCHOOL DISTRICT Phila	adelphia TAX PARCEL NUMBER 27-2-1658-00								
D. VALUATION DATA									
1. ACTUAL CASH CONSIDERATION 2. OTHER CONSIDERATION									
4. COUNTY ASSESSED VALUE 5. COMMON LEVEL RAT	TIO FACTOR 6. FAIR MARKET VALUE								
4. COUNTY ASSESSED VALUE 5. COMMON LEVEL RAT \$78,500.00 x	10 FACTOR 79, 285								
E. EXEMPTION DATA									
1A PERCENTAGE OF EXEMPTION 1B. PERCENTAGE OF I	INTEREST CONVEYED								
2. Check Appropriate Box Below for Exemption Claimed									
☐ Will or intestate succession									
NAME OF DECE	DENT) (ESTATE FILE NUMBER)								
☐ Transfer to Industrial Development Agency.									
☐ Transfer to agent or straw party. (Attach copy of agency/st	raw party agreement).								
Transfer between principal and agent. (Attach copy of age	ncy/straw trust agreement). Tax paid prior deed \$								
☐ Transfers to the Commonwealth, the United States, and Instrumentalities by gift, dedication, condemnation or in lieu									
of condemnation. (Attach copy of resolution).									
Transfer from mortgagor to a holder of a mortgage in default. Mortgage Book Number, Page Number									
Mortgagee (grantor) sold property to Mortgagor (grantee) (Attach copy of prior deed). Corrective deed (Attach copy of the prior deed).									
Other (Please explain exemption claimed, if other than lis	ited above.)								
Transfer from Mother and Daughter to	Unified Family Javst Chartable								
Transier from whomer and bedginer to the first the transier from t									
Under penalties of law or ordinance, I declare that I have examined this Statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.									
SIGNATURE OF CORRESPONDENT OR RESPONSIBLE PARTY									
() Sacker There Place / las									
82-127/(Rov. 6(93) (SEE	REVERSE)								

INSTRUCTIONS FOR COMPLETING PHILADELPHIA REAL ESTATE TRANSFER TAX CERTIFICATION

- Section A Correspondent: Enter the name, address and telephone number of party completing this form.
- Section B Transfer Data: Enter the date on which the deed or other document was accepted by the Party(ies). Enter the name and address of the Grantor(s)/Lessor(s) and Grantee(s)/Lessee(s). You must list all names. Attach additional sheet(s) with full name and address of parties involved, if necessary.
- Section C Property Location: This section deals with the property being transferred; complete fully. Include the tax parcel number where applicable and the county where the Statement is being filed.
- Section D Valuation Data: Complete for all transactions.
 - 1. Actual Cash Consideration Enter that amount.
 - 2. Other Consideration Enter the total amount of non-cash consideration such as property and securities. Include mortgages and liens existing before the transfer and not removed thereby, and the agreed consideration for the construction of improvements.
 - 3. Total Consideration Indicate on line 3 the total of lines 1 and 2. This will be the total consideration for the purchase of the property.
 - 4. :County Assessed Value Enter the actual assessed value of the property as per records of the county assessment office.
 - 5. Common Level Ration Factor Enter the county common level ratio factor applicable for the county in which the property is located. An explanation of this factor is provided below.
 - 6. Fair Market Value Multiply the county assessed value (4) and the county common level ratio factor (5) and enter the result in block 6.
- Section E Exemption Data: Complete only for transactions where an exemption is claimed.
 - 1a. Percentage of Exemption Enter the percentage of the total consideration claimed as exempt.
 - 1b. Percentage of Interest Conveyed Enter percentage of Interest conveyed.
 - Check Appropriate Box for Exemption Claimed Boxes are provided for the most often used Pennsylvania realty exemptions. Each is explained in order of appearance on the Realty Transfer Statement of Value form.

"Will or Intestate Succession" - A transfer by Will for no or nominal consideration, or under the intestate succession laws is exempt from tax. Provide the name of the decedent and estate file number in the space provided.

"Transfer To or From Agent or Straw Party" - A transfer to or from an agent is exempt from tax if a transfer to or from the agent's principal by the third party would be exempt from tax. Attach a copy of the agency/straw party agreement and a statement explaining the exemption claimed.

"Transfer Between Principal and Agent" - A transfer between an agent or principal for no or nominal consideration is exempt. Attach a copy of the agency/straw trust agreement. Enter the tax paid on the prior deed in the space provided.

"Transfer to the Commonwealth, the United States and Instrumentalities by Gift, Dedication, Condemnation or in lieu of Condemnation." - (Attach a copy of resolution)

"Transfer from Mortgagor to Holder of a Mortgage in Default" - A transfer from a mortgagor to a holder of a mortgage in default, whether pursuant to a foreclosure or in lieu, thereof, is exempt. Provide the mortgage book number and page number where mortgage is recorded, and property was transferred directly from the Mortgage to the Mortgagor.

"Corrective Deed" - A deed for no or nominal consideration which corrects a deed that was previously recorded but does not extend or limit the title or interest under the prior deed is exempt from tax. (Attach copy of the prior deed).

"OTHER" (PLEASE EXPLAIN EXEMPTION CLAIMED IF OTHER THAN THOSE LISTED ABOVE.)
-When claiming an exemption other than those listed, you must specify which exemption is claimed.
When possible, provide the applicable statutory citation. Attach additional pages, if necessary.

COMMON LEVEL RATIO FACTOR

This is a property valuation factor provided by the Department of Revenue by which the county assessed value is multiplied to determine the taxable value of real estate for all non-arm's length transactions, leases and acquired companies. The factor is base on the common level ratio established by the State Tax Equalization Board. The common level ration is a ratio of assessed values to current fair market values as reflected by actual sales of real estate in each county. A statewide list of the factors is available at the Recorder of Deeds' office in each county.

THIS STATEMENT MUST BE SIGNED BY A REASONABLE PERSON CONNECTED WITH THE TRANSACTION.



Ι



THE OFFICIAL COURT

Original Guale, Yamassee, Mechica, Cherokee, Seminole, Creek, Washila Mund Bareelan Clan-Clude/Yamassee-Indigenous Mative American Association of Vations:

:Bonok: .L-ruse: Strind Marcelan Clan, Guale Bamasser: Special Hower Of Attorney

March 13, 2018

"NOTICE"

BROBERLY, WHICH YESO INCLUDES THE FULL POWERS TO MEGOTIATE AND POWERS TO HANDLE ANY SUITS IN LAW OR OTHER CAPACITIES THAT ARE BROUGHT THE INDIVIDUAL YOU DESIGNATIF (YOUR "AGENTYTREPRESENTATIVE") SPECIFIC THE PURPOSE OF THIS POWER OF ATTORNEY IS TO CONVEY AUTHORITY TO

YOU. ANSWER IN YOUR STEAD WITHOUT ADVANCE NOTICE TO YOU OR APPROVAL BY AGAINST YOU, CONCERNING YOUR BEING, AND ANY REAL AND/OR PERSONAL.

FOWERS DO NOT CONFLICT WITH OR VIOLATE THE MUND BAREFFAN FOWERS VESTED WITHIN THIS POWER OF ATTORNEY AS LONG AS THOSE DUE CARE TO ACT FOR AND IN YOUR BENEFIT AND IN ACCORDANCE WITH THE POWERS VESTED ARE EXERCISED, YOUR AGENT/REPRESENTATIVE SHALL USE REPRESENTATIVE TO EXERCISE THE SPECIFIED GRANTED POWERS, AND WHEN THE THIS SPECIAL POWER OF ATTORNEY IMPOSES A DUTY ON YOUR AGENT OR

CONSTITUTION THROUGHOUT THE DURATION OF THE SPECIAL CIRCUMSTANCE AONIS VORMA MERRIEMALVALME HVS ATHE VALHOIGIAM AO EXERCISE AHE

CONSTITUTION

WHICH GAVE RISE TO THE CREATION OF THIS SPECIAL POWER OF ATTORNEY. POWERS GIVEN HERE AND COMPLIANT WITH THE GUALE YAMASSEE

EXERCISE A INDICATE OFFICE WITHIN HEIGHN. IMMEDIVLEI'A CEVRE LO OBERVLE BA OBERVLION OE I'VM' ONLESS AOO SECUVE BOWER OF ATTORNEY, THE POWERS, HEREIN VESTED SHALL CIRCOMSLANCES WHICH PROMPTED THE USED FOR THE CIRCATION OF THIS VAD GVA JEAD J.O KOB OMA VERVIRS SARBOARDING J.HE SEEGIVE ORGE A OFFITY A EDECIDED TO REPORTE THIS SPECIAL POWER OF A TORKIEV.

(PRINCIPAL)

:Vera-L.: Jones:

ENLS VAD BURBOSE:

 $\overline{\mathbf{v}}$ Hyae keyd ok hyd exelyined to me this notice ynd

LEGAL COUNCIL TO EXPLAIN IT TO YOU. NOT UNDERSTAND, YOU SHOULD SEEK COUNCIL FROM THE YAMASSEE CHIEF OR CHIEF.

IF THERE IS ANYTHING ABOUT THIS SPECIAL POWER OF ATTORNEY THAT YOU DO

CONCERNING LHE VEEVIKS OF GUALLE YAMASSEE TRIBAL MEMBERS. CONSTITUTION WHICH IS THE PRIMARY SOURCE AND SUPREME LAW OVER ALL OTHERS TYM GOVERNING UNIVERSAL AGENT/FIDUCIARY DUTIES AND THE GUALE YAMASSEE EULLY AS SETFORTH THROUGH THE RELATIONSHIP OF CUSTOMARY INTERNATIONAL VGERL/BEBREZERLIVILAE ANDER V BOMER OF VITORNEY ARE EXPLAINED MORE VN INDICEROUS :10 DUTHES VND POWERS HHI. FURTHER,

"REFLECTIVE HUMANISM". AGENTS/REPRESENTATIVES AS WELL AS VIOLATIONS OF THE DOCTRINE OF REQUIRED BY THE GUALE YAMASSEE CONSTITUTION CONCERNING INDIGENOUS RELATIONSHIP ESTABLISHED BY THIS SPECIAL POWER OF ATTORNEY OR OF ATTORNEY OR THAT VIOLATE FIDUCIARY AND LEGAL DUTIES AS PER THE VCAINST THE DUTIES SPECIFICALLY MENTIONED WITHIN THIS SPECIAL POWER IN YOUR BEST INTEREST AND/OR IS CARELESSLY AND/OR RECKLESSLY ACTING DUTIES BESTOWED AND ENTRUSTED, SPECIFICALLY RELATING TO NOT ACTING LHVI. AONK VCENT IS ACTING IN CONTRAVENTION OR IN VIOLATION OF THE DOWERS OF YOUR AGENTREPRESENTATIVE IF THE COURT DETERMINES VALHORILA LO VROLHER' LHE CAVITE AVMVSSEE COARL MVA REAORE LHE EDIKLHER, AS WITH ALLATIVE POWERS OF ATTORNEY CONVEYING

SILUATIONS, IN THIS SPECIAL POWER OF ATTORNEY. MEMBER LHVL LHE DOCLKINE OF "REFLECTIVE HUMANISM" APPLIES IN ALL EURTHER, BE IT UNDERSTOOD THAT AS A YAMASSEE GUALE TRIBAL

THE OFFICIAL COURT





Special Power	Olatiner	and	Auth	orization of As	signment Of	
Vera Luc	WE SON	on _	19	day of March	signment Gi _month, in <u>2019</u>	pear
of the E lohiym.	如函說					-

ASSIGNMENT:

I, Vera ...

do hereby appoint and assign CHIEF LEGAL

COUNSEL OF GUALE YAMASSEE COURT.

Jacks Jacks

FURTHER, these appointment and assignments include and are not limited to remaining in full effect through exercising the authorized powers set-forth herein below in the event that I become incapacitated, disabled, or mentally impaired.

FURTHER, If CHIEF LEGAL COUNSEL And Agent/Representative) OF RLH MA'AT LAW & THE RIGHTS OF INDIGENOUS PEOPLES TRUST. BRICK & MORTAR, 1315 WALNUT STREET. SUITE 320. PHILADELPHIA HOMERULE CHARTER, PENNSYLVANIA COMMONWEALTH, [19107] DE FACTO and P.O. BOX 7446, PHILADELPHIA, PENNSYLVANIA 19101, becomes



YAMASSEE MEMBER WHO IS COMPETETENT IN THE GUALE YAMASSEE
CONSTITUTION AND LAWS AND LAWS OF NATIONS, INTERNATIONALLY
AND CUSTOMARILY shall server the constitution of t

and/or Special Powers of Attorney(s) that I have heretofore knowingly or unknowingly given to any foreign person(s) or individual(s), including entities prior to this herein said SPECIAL POWER OF ATTORNEY.

FURTHER, this SPECIAL POWER OF ATTORNEY may be voluntarily revoked only by me at any time by my written revocation entered and filed of public record, in the jurisdiction in which I have been hailed to as a "Respondent" or "Defendant" in accordance and in operation with all rights provided through the DECLARATION ON THE RIGHTS OF INDIGENOUS PEOPLES, which is operable and enforceable through the GUALE YAMASSEE CONSTITUTION. Therefore, any publication, not merely within the counties or municipalities, e.g. the deed of records of PHILADELPHIA HOME RULE CHARTER, CITY OF PHILADELPHIA, PENNSYLVANIA COMMONWEALTH, HOME RULE CHARTER shall be sufficient, provided said publication is affixed with my validly executed autograph and SEAL explicitly indicating revocation along with notarized and delivered to my CHIEF LEGAL COUNSEL and appointed ATTORNEY IN FACT.

SPECIAL POWER OF ATTORNEY: This power of attorney shall continue in force and may be accepted and relied upon by anyone to whom it is presented despite my



purported revocation of it or my death, UNTIL the actual WRITTEN NOTICE of such revocation is received by such person(s) or contacted by and informed by my CHIEF LEGAL COUNSEL and appointed ATTORNEY, TMRhashea Lynn Harmon-El©, Esq.

FURTHER, this power of attorney shall become immediately effective upon the execution of my autograph and SEAL. All acts done by my AGENT/REPRESENATIVE and CHIEF LEGAL COUNSEL and appointed ATTORNEY, TMRhashea Lynn Harmon-EIQ, Esq., pursuant to this special power during any period of this suit in law, shall have the same effect to my benefit and bind me and my successors in interest as if I were the individual directly addressed. Included in these powers, and not limited by same are the powers as are customary within the GUALE YAMASSEE CLAN and outlined in the GUALE YAMASSEE CONSTITUTION and Yamassee Codes as follows:

- (1) "To serve as my power of attorney or representative in Yamassee or foreign suits or any formal, including business and governmental affairs"
- (2) "To create a trust for my benefit."
- (3) "To make discuss any amendments to an existing trust for my benefit with the Trustee."
- (4) "To disclaim any interest in property."
- (5) "To renounce fiduciary positions."
- (6) "To negotiate and make or receive payments"
- (7) "To answer questions in my stead."
- (8) "To engage in real property transactions (Trade and Commerce)."
- (9) "To engage in tangible personal property transactions (Trade and Commerce)."
- (10) "To engage in stock, bond and other securities transactions."



- (11) "To engage in commodity and option transactions."
- (12) "To engage in banking and financial transactions."
- (13) "To enter safe deposit boxes."
- (14) "To engage/inquire in insurance transactions."
- (15) "To engage/inquire in retirement plan transactions."
- (16) "To engage/inquire in Loan transactions."
- (17) "To handle interests in estates and trusts."
- (18) "To pursue public and private claims and litigation."
- (19) "To receive government (Tribal or Foreign) benefits."
- (20) "To pursue any and all finance/economic matters."
- A. <u>FIDUCIARY RELATIONSHIP</u>: An agent or representative acting under a power of attorney has a fiduciary relationship with the principal. In the absence of a specific provision to the contrary in the power of attorney, the fiduciary relationship includes the duty to:
 - (1) Exercise the powers for the benefit of the principal.
 - (2) Keep separate the assets of the principal from those of an agent.
 - (3) Exercise reasonable caution and prudence.
- (4) Keep a full and accurate record of all transactions, receipts and disbursements on behalf of the principal.
- B. <u>ADDITIONAL POWERS</u>: In addition to but not by way of limitation, I also include other powers as follows:
 - (1) <u>Contracts</u>: To enter into, perform, modify, extend, cancel, compromise, enforce, negotiate or otherwise act with respect to any contract of any sort whatsoever. Contracts includes the law suits of any kind which require an agreement



or waiver of jurisdiction or authority to sue or defend any forced suits and forced claims of jurisdiction over my being, my property (real and personal), my estate, my trusts et cetera.

- (2) Mail: To receive all mail addressed to me from the United States Postal Service and any private carrier and to forward my mail to any address my CHIEF COUNSEL and appointed ATTORNEY, TMRhashea Lynn Harmon-El©, Esq., may designate.
- (3) Employ Professionals: To employ lawyers, investment counsel, accountants, physicians, other professionals and other persons or entities to render services for or to me and to treat, engage, or finance for such services. My only requirement is that those individuals employed as professionals be Indigenous and that they adhere to and honor the Guale Yamassee Constitution.
- (4) Appointment as Guardian. In the event a guardian of my Estate is ever appointed by Yamassee Court, I nominate my Attorney-in-fact as guardian of my estate and in the event my ATTORNEY IN FACT OR AGENT becomes incapacitated or is no longer living then as mentioned above I assign/appoint someone who possesses the legal competence, knowledge and expertise as Guale Yamassee Legal Chief Counsel in the primary AGENT'S/REPRESENTATIVE'S stead and revocation.

Thereafter, Guale Yamassee Court has the authority to appoint someone in accordance with the Constitution of Guale Yamassee Clan. This clause has no effect upon the wishes and statements regarding the assigned executor of my estate upon my death. My Trustee in law and in Fact, is the executrix of my estate as per the bylaws of the Clan Trust. This herein "Guardianship Clause" is solely applicable wherein I have

become incapacitated, suffered from loss of sound mind, become mentally impaired or mentally disabled during my life and such Guardianship is necessary, reasonable and appropriate for the benefit of my care during my life. Should I regain full capacity and full competence, then by operation of Divine law this Guardianship Clause will of course return to its hibernated passive statetand than addressed shall course return to its hibernated passive statetand than addressed shall course return to its hibernated passive statetand than addressed shall course return to its hibernated passive statetand than addressed shall course return to its hibernated passive statetand than addressed shall course return to its hibernated passive statetand than a specified herein, for find that the same as specified herein, for find the same as specified herein.

Reliance on Powers Granted: This powers authorized and granted herein, may be ABSOLUTE OWNER AND POSSESSOR AND TITLE IN FEE AS PRINCIPAL THEREOF. ELECLINVITA VND VBROTILLE VR IE MA VILLOBNEA-IN-EVOL MERE LIHE DEEMED REVSONABLE, NECESSARY, DESIRABLE AND PROPER, AS FULLY. AND AT MY ATTORNEY IN FACT'S SOLE DISCRETION, WHICH SHALL BE BY FOREIGN COURTS, MY PROPERTY AND ESTATE AS MY ATTORNEY-IN-FACT TRANSACTIONS, ACTS, DEEDS AND MATTERS IN CONNECTION WITH ANY SUIT TO DO, PERFORM AND TO CAUSE TO BE DONE AND PERFORMED ALL SUCH REPRESENTATIVE), SHALL HAVE THE FULL POWER, RIGHT AND AUTHORITY. Esd.. Harmon-El©, Lynn (PRIMARY TARhashea VCENT-**ATTORNEY.** ATTORNEY-IN-FACT, CHIEF LEGALL COUNSEL AND APPOINTED DECLARATION ON THE RIGHTS OF INDIGENOUS PEOPLES, TO THE CONTRARY, ANY USAGE OR CUSTOMS DECLARATIONS OR LAWS, AS PROVIDED IN THE ATTORNEY-IN-FACT and AGENT/REPRESENTATIVE, AND NOTWITHSTANDING HEREIN, SPECIFICALLY GIVEN AND CONFERRED UPON MY DISCRETION TO THE POWERS AND **CENERAL GRANT OF POWERS:** IN .D